

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)	Chapter 11 Cases
)	
Adelphia Communications Corporation, et al.,)	Case No. 02-41729 (REG)
)	
Debtors.)	Jointly Administered
)	

**DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: November 21, 2005
New York, New York

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Plan Documents

Comcast Purchase Agreement
TW Purchase Agreement
TW Expanded Transaction Letter Agreement
Form of New Certificate of Incorporation
Form of New By-laws
Interest Rate Schedule
Contingent Value Vehicle Agreement
Puerto Rico Liquidating Trust Agreement
Transaction Escrow Agreement
Tax Escrow Agreement
Government Settlement Agreements
Schedule of Assumed Rigas Agreements (Schedule 10.01(b))
Schedule of Debtor Group Maximum Value
Schedule of Assumed Contracts and Leases (Schedule 10.01(a))
Schedule of Persons Not Released Pursuant to Section 12.08(b)(y)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)	Chapter 11 Cases
Adelphia Communications Corporation, et al.,)	Case No. 02-41729 (REG)
Debtors.)	Jointly Administered

**DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Adelphia Communications Corporation and certain of its direct and indirect subsidiaries, as debtors and debtors in possession, propose the following Fourth Amended Joint Plan of Reorganization under section 1121(a) of title 11 of the United States Code:

ARTICLE I.

DEFINITIONS AND CONSTRUCTION OF TERMS

1.01. **Definitions.** As used herein, the following terms have the respective meanings specified below (such meanings to be equally applicable to both the singular and plural):

ACC means Adelphia Communications Corporation, a Delaware corporation.

ACC Common Stock means, collectively, Class A Common Stock, par value \$0.01, and Class B Common Stock, par value \$0.01, issued by ACC.

ACC Common Stock Existing Securities Law Claims means an Existing Securities Law Claim arising in connection with the ACC Common Stock.

ACC Convenience Claim means any ACC Trade Claim or ACC Other Unsecured Claim that is (i) Allowed in an amount of ten thousand (\$10,000) dollars or less or (ii) Allowed in an amount greater than ten thousand (\$10,000) dollars but which is reduced to ten thousand (\$10,000) dollars by an irrevocable written election of the holder of such Claim made on a timely and properly delivered and completed Ballot; *provided, however*, that any ACC Trade Claim or ACC Other Unsecured Claim that was originally Allowed in excess of ten thousand (\$10,000) dollars may not be subdivided into multiple ACC Trade Claims or ACC Other Unsecured Claims of ten thousand (\$10,000) dollars or less for purposes of receiving treatment as an ACC Convenience Claim.

ACC Notes Distribution means the sum of (a) Allocable Portion of the ACC Notes/Trade Distribution Reserve allocable to Class ACC-SnrNotes and (b) the product of (x) the X-Clause Sharing Percentage and (y) the Allocable Portion of the ACC Notes/Trade Distribution Reserve allocable to Class ACC-SubNotes.

ACC Notes/Trade Distribution Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Classes ACC-Trade, ACC-SnrNotes and ACC-SubNotes and to reserve for Disputed Claims in such Classes, equal to: (a) an amount to be initially established by the Estimation Order, plus (b) following the Inter-Creditor Dispute Resolution with respect to the Arahova Sharing Percentage, the product of (i) 100% minus the Arahova Sharing Percentage, (ii) the Inter-Creditor Dispute Holdback, and (iii) the ACC Notes/Trade Weighting Percentage, plus (c) following the Inter-Creditor Dispute Resolution with respect to the FrontierVision Holdco Sharing Percentage, the product of (i) 100% minus the FrontierVision Holdco Sharing Percentage, (ii) the FrontierVision Holdco Holdback, and (iii) the ACC Notes/Trade Weighting Percentage.

ACC Notes/Trade Weighting Percentage means the fraction (expressed as a percentage) equal to the estimate of Claims that are likely to be Allowed in Classes ACC-Trade, ACC-SnrNotes and ACC-SubNotes, divided by the estimate of Claims that are likely to be Allowed in Classes ACC-Trade, ACC-Uns, ACC-SnrNotes, ACC-SubNotes and ACC-Conv as set forth in the Estimation Order.

ACC Ops Debtor Group has the meaning set forth in Section 5.02 of this Plan.

ACC Ops Debtors means, collectively, the Debtors set forth on Schedule I hereto.

ACC Ops Other Unsecured Claim means any General Unsecured Claim against any of the ACC Ops Debtors.

ACC Ops Other Unsecured Distribution means the Allocable Portion of the ACC Ops Other Unsecured Distribution Reserve.

ACC Ops Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class OPS-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

ACC Ops Trade Claim means any Trade Claim arising against any of the ACC Ops Debtors.

ACC Ops Trade Distribution means the Allocable Portion of the ACC Ops Trade Distribution Reserve.

ACC Ops Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class OPS-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

ACC Other Equity Interests means any Equity Interest issued by a Debtor, except in each case for (a) ACC Preferred Stock, (b) ACC Common Stock, (c) Joint Venture Interests or

other Equity Interests in a Transferred Joint Venture Entity, and (d) Rigas Claims or Equity Interests.

ACC Other Unsecured Claim means any General Unsecured Claim against a Debtor other than a Subsidiary Other Unsecured Claim.

ACC Other Unsecured Distribution means the Allocable Portion of the ACC Other Unsecured Distribution Reserve.

ACC Other Unsecured Distribution Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Class ACC-Uns and to reserve for Disputed Claims in such Class, equal to: (a) an amount to be initially established by the Estimation Order, plus (b) following the Inter-Creditor Dispute Resolution with respect to the Arahova Sharing Percentage, the product of (i) 100% minus the Arahova Sharing Percentage, (ii) the Inter-Creditor Dispute Holdback, and (iii) 100% minus the ACC Notes/Trade Weighting Percentage, plus (c) following the Inter-Creditor Dispute Resolution with respect to the FrontierVision Holdco Sharing Percentage, the product of (i) 100% minus the FrontierVision Holdco Sharing Percentage, (ii) the FrontierVision Holdco Holdback, and (iii) 100% minus the ACC Notes/Trade Weighting Percentage.

ACC Preferred Stock means, collectively, ACC Series B Preferred Stock, ACC Series D Preferred Stock, and ACC Series E and F Preferred Stock.

ACC Senior Note means any of those certain:

(a) 9-7/8% Senior Debentures due March 1, 2005, issued by ACC under that certain Amended and Restated Indenture dated as of May 11, 1993, between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(b) 9-1/2% Senior Pay-In-Kind Notes due February 15, 2004, issued by ACC under that certain Indenture dated as of February 22, 1994 between ACC and the Bank of Montreal Trust Company, as initial Trustee thereunder, as supplemented by the First Supplemental Indenture, dated as of May 1, 1994;

(c) 9-7/8% Senior Notes due March 1, 2007, issued by ACC under that certain Indenture dated as of February 26, 1997 between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(d) 10-1/2% Senior Notes due July 15, 2004, issued by ACC under that certain Indenture dated as of July 7, 1997 between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(e) 9-1/4% Senior Notes due October 1, 2002, issued by ACC under that certain Indenture dated as of September 25, 1997 between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(f) 8-3/8% Senior Notes due February 1, 2008, issued by ACC under that certain Indenture dated as of January 21, 1998 between ACC and Bank of Montreal Trust

Company, as initial Trustee thereunder, as supplemented by the First Supplemental Indenture dated as of November 12, 1998;

(g) 8-1/8% Senior Notes due July 15, 2003 issued by ACC under that certain Indenture dated as of July 2, 1998 between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(h) 7-1/2% Senior Notes due January 15, 2004 issued by ACC under that certain Indenture dated as of January 13, 1999 between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(i) 7-3/4% Senior Notes due January 15, 2009 issued by ACC under that certain Indenture dated as of January 13, 1999 between ACC and Bank of Montreal Trust Company, as initial Trustee thereunder;

(j) 7-7/8% Senior Notes due May 1, 2009 issued by ACC under the Senior Notes Indenture dated as of April 28, 1999, as supplemented by the First Supplemental Indenture dated as of April 28, 1999 between ACC and the Bank of Montreal Trust Company, as initial Trustee thereunder;

(k) 9-3/8% Senior Notes due November 15, 2009 issued by ACC under the Senior Notes Indenture dated as of April 28, 1999, as supplemented by the Second Supplemental Indenture dated as of November 16, 1999, between ACC and Harris Trust Company, as initial Trustee thereunder;

(l) 10-7/8% Senior Notes due October 1, 2010, issued by ACC the Senior Notes Indenture dated as of April 28, 1999, as supplemented by the Third Supplemental Indenture dated as of September 20, 2000, between ACC and The Bank of New York, as initial Trustee thereunder;

(m) 10-1/4% Senior Notes due June 15, 2011 issued by ACC under the Senior Notes Indenture dated as of April 28, 1999, as supplemented by the Fourth Supplemental Indenture dated as of June 12, 2001, between ACC and The Bank of New York, as initial Trustee thereunder; and

(n) 10-1/4% Senior Notes due November 1, 2006 issued by ACC under the Senior Notes Indenture dated as of April 28, 1999, as supplemented by the Fifth Supplemental Indenture dated as of October 25, 2001, between ACC and The Bank of New York, as initial Trustee thereunder.

ACC Senior Notes Claim means a Claim against a Debtor arising under or pursuant to an ACC Senior Note.

ACC Senior Notes Existing Securities Law Claim means an Existing Securities Law Claim arising in connection with any of the ACC Senior Notes.

ACC Series B Preferred Stock means the 13% Series B Redeemable Cumulative Exchangeable Preferred Stock issued by ACC with a mandatory redemption date of July 15, 2009.

ACC Series B Preferred Stock Existing Securities Law Claims means an Existing Securities Law Claim arising in connection with the ACC Series B Preferred Stock.

ACC Series D Preferred Stock means the 5.5% Series D Convertible Preferred Stock issued by ACC.

ACC Series D Preferred Stock Existing Securities Law Claims means an Existing Securities Law Claim arising in connection with the ACC Series D Preferred Stock.

ACC Series E and F Preferred Stock means, collectively, (a) the 7.5% Series E Mandatory Convertible Preferred Stock issued by ACC with a mandatory conversion date of November 15, 2004; and (b) the 7.5% Series F Mandatory Convertible Preferred Stock issued by ACC with a mandatory conversion date of February 1, 2005.

ACC Series E and F Preferred Stock Existing Securities Law Claims means an Existing Securities Law Claim arising in connection with the ACC Series E and F Preferred Stock.

ACC Subordinated Notes means any of those certain: (a) 6.0% Convertible Subordinated Notes due February 15, 2006 issued by ACC under that certain Indenture dated as of January 23, 2001 between ACC and The Bank of New York, as initial Trustee thereunder and (b) 3.25% Convertible Subordinated Notes due May 1, 2021 issued by ACC under that certain Indenture dated as of January 22, 2001 between ACC and The Bank of New York, as initial Trustee thereunder.

ACC Subordinated Notes Claim means a Claim against a Debtor arising under or pursuant to an ACC Subordinated Note.

ACC Subordinated Notes Distribution means the product of (x) 100% minus the X-Clause Sharing Percentage and (y) the Allocable Portion of the ACC Notes/Trade Distribution Reserve allocable to Class ACC-SubNotes.

ACC Subordinated Notes Existing Securities Law Claim means an Existing Securities Law Claim arising in connection with any of the ACC Subordinated Notes.

ACC Trade Claim means any Trade Claim against a Debtor, other than a Subsidiary Trade Claim.

ACC Trade Claims Distribution means the Allocable Portion of the ACC Notes/Trade Distribution Reserve allocable to Class ACC-Trade.

Adelphia Western NY Joint Venture means Western NY Cablevision, L.P., a Delaware limited partnership.

Adelphia-Rigas Settlement Agreement means the Settlement Agreement entered into April 25, 2005, by and between ACC, on behalf of itself and its Subsidiaries, and the Rigas Persons and other Persons party thereto, a copy of which was filed as an exhibit to the Form 8-K filed by ACC on April 26, 2005 and is available at www.sec.gov.

Administrative Expense Claim means any right to payment constituting a cost or expense of administration of any of the Chapter 11 Cases under sections 503(b) and 507(a)(1) of the Bankruptcy Code, and all compensation and reimbursement of expenses under section 330 or 503 of the Bankruptcy Code. Any fees or charges assessed against the Debtors or the Reorganized Debtors under section 1930 of chapter 123 of title 28 of the United States Code shall be excluded from the definition of Administrative Expense Claim and shall be paid in accordance with Section 15.04 of this Plan.

Affiliate has the meaning given such term by section 101(2) of the Bankruptcy Code, except that Comcast and its subsidiaries shall not be deemed Affiliates of any of the Debtors for purposes of this Plan.

Agent shall have the meaning set forth in Section 8.05 of this Plan.

Allocable Portion means:

(1) when calculated with respect to (x) a Debtor Group Reserve from which distributions to a Class of Claims (the "Subject Class") and one or more other Classes of Claims are made (the Classes other than the Subject Class are referred to as the "Other Classes") or (y) a series of Contingent Value Vehicle Interests or Puerto Rico Liquidating Trust Interests issued to the Subject Class and one or more Other Classes, in either case, with respect to the Subject Class, as of the date of calculation, a percentage equal to:

- (a) the aggregate amount of Allowed Claims in the Subject Class; divided by
- (b) the sum (without duplication) of:
 - (i) the aggregate amount of all Allowed Claims in the Subject Class and the Other Classes; plus
 - (ii) the aggregate amount of all Claims in the Subject Class and the Other Classes set forth in the Estimation Order (except to the extent such Claims have been expunged or otherwise disallowed) that are not described in clause (i) above, on such date; plus
 - (iii) the aggregate amount of all Claims that are Disputed Claims in the Subject Class and the Other Classes that are not set forth in the Estimation Order (except to the extent such Claims have been expunged or otherwise disallowed), on that date; and

(2) with respect to a Class of Claims (the "Single Class") whose distributions under this Plan are made from a particular Debtor Group Reserve, or for which no Debtor Group

Reserve is established, from which distributions are not also made for other Classes of Claims in the same Debtor Group, as of the date of calculation, a percentage equal to:

- (a) the aggregate amount of Allowed Claims in the Single Class, less, in the case of a Single Class of Existing Securities Law Claims, the portion of the Restitution Fund allocable to such Single Class and deducted in calculating the Existing Securities Law Claims Reserve for such Single Class; divided by
- (b) the sum (without duplication) of:
 - (i) the aggregate amount of all Allowed Claims in the Single Class, less, in the case of a Single Class of Existing Securities Law Claims, the portion of the Restitution Fund allocable to such Single Class and deducted in calculating the Existing Securities Law Claims Reserve for such Single Class; plus
 - (ii) the aggregate amount of all Claims in the Single Class set forth in the Estimation Order (except to the extent such Claims have been expunged or otherwise disallowed) that are not described in clause (i) above, on such date; plus
 - (iii) the aggregate amount of all Claims that are Disputed Claims in the Single Class that are not set forth in the Estimation Order (except to the extent such Claims have been expunged or otherwise disallowed), on that date.

Allowed means, with reference to any Administrative Expense Claim against, Claim against or Equity Interest in the Debtors, as applicable (i) any Claim or Equity Interest that has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent, for which no contrary proof of claim has been filed and which has not been objected to by the Claims Objection Deadline, (ii) any Administrative Expense Claim, Claim or Equity Interest expressly allowed in the Plan, (iii) any Administrative Expense Claim, Claim or Equity Interest that is not Disputed, (iv) any Administrative Expense Claim, Claim or Equity Interest that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Reorganized Debtors pursuant to a Final Order of the Bankruptcy Court or under Section 9.01 of this Plan, and (v) any Administrative Expense Claim, Claim or Equity Interest that has been Allowed by Final Order, including the DIP Order; *provided, however*, that Claims or Equity Interests allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" or "Allowed Equity Interests" hereunder; *provided further* that allowance of any Bank Claim, and any distribution with respect thereto, under this Plan (x) shall not constitute, and shall not be deemed to constitute, or be cited as, a defense to (or other grounds for avoiding liability under) the Continuing Bank Actions and (y) shall be without prejudice to any rights or remedies of the Debtors, the Reorganized Debtors, the Creditors' Committee and the Contingent Value Vehicle in connection with the Bank Actions, which such rights and remedies shall be preserved and

retained in full, including the rights and remedies provided in Section 6.04(b), 6.04(c) and Section 7.09 of this Plan.

Arahova means Arahova Communications, Inc., a Delaware corporation.

Arahova Convenience Claim means any Arahova Trade Claim or Arahova Other Unsecured Claim that is (i) Allowed in an amount of ten thousand (\$10,000) dollars or less or (ii) Allowed in an amount greater than ten thousand (\$10,000) dollars but which is reduced to ten thousand (\$10,000) dollars by an irrevocable written election of the holder of such Claim made on a timely and properly delivered Ballot; *provided, however*, that any Arahova Trade Claim or Arahova Other Unsecured Claim that was originally Allowed in excess of ten thousand (\$10,000) dollars may not be subdivided into multiple Arahova Trade Claims or Arahova Other Unsecured Claims of ten thousand (\$10,000) dollars or less for purposes of receiving treatment as an Arahova Convenience Claim.

Arahova CVV Sharing Percentage means the percentage of first priority Contingent Value Vehicle Distributions payable to holders of CVV Series AH-1 Interests and CVV Series AH-2 Interests (after giving effect to payments to holders of Series RF Interests), as set forth in the Inter-Creditor Dispute Resolution.

Arahova Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Arahova Debtors mean the Debtors set forth on Schedule H hereto.

Arahova Existing Securities Law Claim means an Existing Securities Law Claim arising in connection with any Arahova Note.

Arahova Existing Securities Law Claim Distribution means the Allocable Portion of (x) the Arahova Existing Securities Law Claim Reserve plus (y) the CVV Series AH-2 Interests and (z) the Puerto Rico Liquidating Trust Interests.

Arahova Existing Securities Law Claim Reserve means a reserve established to pay Allowed Claims in Class ARA-ESL and to reserve for Disputed Claims in such Class, funded solely by transfers of Plan Consideration pursuant to Section 9.03(b) and (e) hereof, up to an amount (after giving effect to the Restitution Fund available to Persons who hold Arahova Existing Securities Law Claims) estimated to result in Payment in Full of the Arahova Existing Securities Law Claims.

Arahova Minimum Distribution Amount means \$0 or such other amount as either (a) is set forth in an agreement approved by the Bankruptcy Court after notice and a hearing or (b) may be determined by the Bankruptcy Court in connection with the Confirmation Hearing.

Arahova Note means any of those certain:

(a) 9.500% Senior Notes due March 1, 2005 issued by Century Communications Corporation under that certain Indenture dated as of February 15, 1992 between Century and Bank of America National Trust and Savings Association, as initial Trustee thereunder, as supplemented by a Fourth Supplemental Indenture, dated as of

March 6, 1995, and as further supplemented by a Ninth Supplemental Indenture, dated as of October 1, 1999;

(b) 8.875% Senior Notes due January 15, 2007 issued by Century Communications Corporation under that certain Indenture dated as of February 15, 1992 between Century and Bank of America National Trust and Savings Association, as initial Trustee thereunder, as supplemented by a Fifth Supplemental Indenture, dated as of January 23, 1997, and as further supplemented by a Ninth Supplemental Indenture, dated as of October 1, 1999;

(c) 8.750% Senior Notes due October 1, 2007 issued by Century Communications Corporation under that certain Indenture dated as of February 15, 1992, between Century and First Trust of California, as initial Trustee thereunder, as supplemented by a Sixth Supplemental Indenture, dated September 29, 1997, and as further supplemented by a Ninth Supplemental Indenture, dated as of October 1, 1999;

(d) 8.375% Senior Notes due November 15, 2017 issued by Century Communications Corporation under that certain Indenture dated as of February 15, 1992 between Century and Bank of America National Trust and Savings Association, as initial Trustee thereunder, as supplemented by a Seventh Supplemental Indenture, dated as of November 13, 1997, and as further supplemented by a Ninth Supplemental Indenture, dated as of October 1, 1999;

(e) 8.375% Senior Notes due December 15, 2007 issued by Century Communications Corporation under that certain Indenture dated as of February 15, 1992 between Century and Bank of America National Trust and Savings Association, as initial Trustee thereunder, as supplemented by an Eighth Supplemental Indenture, dated as of December 10, 1997, and as further supplemented by a Ninth Supplemental Indenture, dated as of October 1, 1999;

(f) Zero Coupon Senior Discount Notes due January 15, 2008 issued by Century Communications Corporation under that certain Indenture dated as of January 15, 1998 between Century and First Trust of California, National Association, as initial Trustee thereunder, as supplemented by a First Supplemental Indenture, dated as of October 1, 1999; and

(g) Zero Coupon Senior Discount Notes due March 15, 2003 issued by Century Communications Corporation under that certain Indenture dated as of February 15, 1992, between Century and Bank of America National Trust and Savings Association, as initial Trustee thereunder, as supplemented by a Third Supplemental Indenture, dated as of April 1, 1993, and as further supplemented by a Ninth Supplemental Indenture, dated as of October 1, 1999.

Arahova Notes Claim means a Claim against a Debtor arising pursuant to an Arahova Note.

Arahova Notes Distribution means the Allocable Portion of the (x) Arahova Notes/Trade Distribution Reserve allocable to Class ARA-Notes, (y) the CVV Series AH-1 Interests and (z) the Puerto Rico Trust Interests.

Arahova Notes/Trade Distribution Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Classes ARA-Notes and ARA-Trade and to reserve for Disputed Claims in such Classes, equal to the sum of (a) product of: (i) the Arahova Minimum Distribution Amount, and (ii) the Arahova Notes/Trade Weighting Percentage, plus (b) following the occurrence of the Inter-Creditor Dispute Resolution with respect to the Arahova Sharing Percentage, the product of (i) the Arahova Sharing Percentage, (ii) the Inter-Creditor Dispute Holdback and (iii) the Arahova Notes/Trade Weighting Percentage.

Arahova Notes/Trade Weighting Percentage means the fraction (expressed as a percentage) equal to the estimate of Claims that are likely to be Allowed in Classes ARA-Notes and ARA-Trade, divided by the estimate of Claims that are likely to be Allowed in Classes ARA-Notes, ARA-Trade, ARA-Uns and ARA-Conv as set forth in the Estimation Order.

Arahova Other Unsecured Claim means any General Unsecured Claim against any of the Arahova Debtors.

Arahova Other Unsecured Distribution means the Allocable Portion of (x) the Arahova Other Unsecured Distribution Reserve allocable to class ARA-Uns, (y) the CVV Series AH-1 Interests and (z) the Puerto Rico Trust Interests.

Arahova Other Unsecured Distribution Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Class ARA-Uns and to reserve for Disputed Claims in such Class, equal to the sum of (a) the product of: (i) the Arahova Minimum Distribution Amount, and (ii) 100% minus the Arahova Notes/Trade Weighting Percentage, plus (b) following the occurrence of the Inter-Creditor Dispute Resolution with respect to the Arahova Sharing Percentage, (b) the product of (i) the Arahova Sharing Percentage, (ii) the Inter-Creditor Dispute Holdback and (iii) 100% minus the Arahova Notes/Trade Weighting Percentage.

Arahova Sharing Percentage means the percentage of the Inter-Creditor Dispute Holdback to be added to the Arahova Notes/Trade Distribution Reserve and the Arahova Other Unsecured Distribution Reserve, as provided in the Inter-Creditor Dispute Resolution. If both (a) the Inter-Creditor Dispute Resolution occurs subsequent to the Effective Date, and (b) had such Inter-Creditor Dispute Resolution occurred prior to the Effective Date, the distributions to creditors of a Debtor Group other than the Arahova Debtor Group, the FrontierVision Holdco Debtor Group and the Holding Company Debtor Group would have been reduced as a result of such Inter-Creditor Dispute Resolution, then, the Arahova Sharing Percentage shall be no less than what the Arahova Sharing Percentage would have been had the Inter-Creditor Dispute Resolution occurred prior to the Effective Date and the distribution to such other Debtor Groups had been reduced.

Arahova Trade Claim means any Trade Claim arising against any of the Arahova Debtors.

Arahova Trade Distribution means the Allocable Portion of (x) the Arahova Notes/Trade Distribution Reserve allocable to Class ARA-Trade, (y) the CVV Series AH-1 Interests and (z) the Puerto Rico Trust Interests.

Assumed (including the term “Assumption” and any variants and derivatives thereof) means (a) in relation to any Comcast Contract, (i) assumed by the Debtors and assigned to Comcast, (ii) assigned to Comcast or (iii) with respect to the Transferred Joint Venture Entities, (A) assumed by the applicable Transferred Joint Venture Entity or (B) retained by the applicable Transferred Joint Venture Entity, (b) in relation to any TW Contract, (i) assumed by the Debtors and assigned to TW NY, (ii) assigned to TW NY or (iii) if the Expanded Transaction is consummated, with respect to the Transferred Joint Venture Entities, (A) assumed by the applicable Transferred Joint Venture Entity or (B) retained by the applicable Transferred Joint Venture Entity, (c) in relation to any Comcast Assumed Sale Liability, assumed by Comcast or retained by any Transferred Joint Venture Entity, or (d) in relation to any TW Assumed Sale Liability, assumed by TW NY or, if the Expanded Transaction is consummated, retained by any Transferred Joint Venture Entity, in each case pursuant to the applicable Sale Transaction Documents.

Assumed Sale Liabilities means, collectively, the Comcast Assumed Sale Liabilities and the TW Assumed Sale Liabilities, or, in the event the TW Expanded Transaction is consummated, the TW Assumed Sale Liabilities.

Avoidance Actions means Causes of Action against Persons arising under any of sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including preference and/or fraudulent transfer laws, whether or not litigation has been commenced as of the Effective Date to prosecute such Avoidance Actions.

Ballot means the form distributed to each holder of an impaired Claim or Equity Interest that is entitled to vote to accept or reject the Plan on which is to be indicated (i) acceptance or rejection of the Plan and (ii) in the case of a General Unsecured Claim that is Allowed in an amount greater than ten thousand (\$10,000) dollars, whether such holder irrevocably elects to treat its Claim as a Convenience Claim under the Plan.

Bank Actions means any Claims, Causes of Action, and any other avoidance or equitable subordination or recovery actions under sections 105, 502(d), 510, 542 through 551, and 553 of the Bankruptcy Code or otherwise relating to, challenging the validity of or arising from the Bank Claims including Claims and Causes of Action in connection with the Bank Lender Avoidance Complaint.

Bank Claim means any Century Bank Claim, Century-TCI Bank Claim, FrontierVision Bank Claim, Olympus Bank Claim, Parnassos Bank Claim, or UCA Bank Claim.

Bank Counterclaims means any Claims and Causes of Action in favor of any Bank Lender asserted in connection with any of the Bank Actions and arising out of, in connection with or by reason of any Prepetition Credit Agreement against any of the Debtors party thereto, if not entitled to be paid or otherwise payable pursuant to and in accordance with

the terms of the Plan, including: (i) for breach of contract, fraud, fraudulent inducement, fraudulent misrepresentation and negligent misrepresentation arising out of or relating to any Prepetition Credit Agreement; (ii) for indemnification for and reimbursement of all obligations, claims, actions, causes of action, suits, losses, costs, liabilities, damages and expenses incurred in connection with actions arising out of or relating to any Prepetition Credit Agreement (including indemnity claims in respect of any liability arising out of the Securities Class Action, but excluding Bank Lender Fee Claims or Bank Lender Post-Effective Date Fee Claims); (iii) for interest owed by any Debtor under any Prepetition Credit Agreement (in addition to interest paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order); and (iv) for any common law contribution claims that may have arisen against the Debtors; *provided, that*, all Bank Counterclaims shall not be Allowed by the Plan and shall remain subject to all Estate Defenses.

Bank Lender means a lender from time to time party to a Prepetition Credit Agreement.

Bank Lender Avoidance Complaint means the complaint, dated as of July 6, 2003, filed by the Creditors' Committee, as the same may be amended, subject to the restrictions contained in Section 6.04(c) of this Plan, together with that certain intervenor complaint, dated as of July 31, 2003, filed by the Equity Committee, which is currently pending before the Bankruptcy Court.

Bank Lender Fee Claim means any Claim by a holder of a Bank Claim for reimbursement of reasonable fees, costs or expenses incurred up to (but not including) the Effective Date (including in respect of legal and other professional fees and expenses incurred in connection with the Chapter 11 Cases, the enforcement of the Bank Claims, the defense of the Bank Actions or the Securities Class Action and the prosecution of the Bank Counterclaims or the Bank Third Party Claims in accordance with Section 6.08(b) of this Plan), in each case only to the extent the reimbursement of such fees, costs or expenses is required under the terms of the applicable Prepetition Credit Agreement and applicable law. The Bank Lender Fee Claims shall not include Claims for any amount incurred from and after the Effective Date or Claims for indemnification for any liability whatsoever.

Bank Lender Fee Claims Invoices has the meaning set forth in Section 6.08(b) of this Plan.

Bank Lender Post-Effective Date Fee Claim means any Claim by a holder of a Bank Claim for reimbursement of reasonable fees, costs or expenses (including in respect of legal and other professional fees and expenses incurred in connection with the Chapter 11 Cases, the enforcement of the Bank Claims, the defense of the Bank Actions or the Securities Class Action and the prosecution of the Bank Counterclaims and the Bank Third Party Claims) which are incurred on and after the Effective Date, in each case only to the extent the reimbursement of such fees, costs or expenses is required under the terms of the applicable Prepetition Credit Agreement and applicable law (without duplication of any amounts Allowed as Bank Claims or Bank Lender Fee Claims under this Plan). The Bank Lender Post-Effective Date Fee Claims shall not include any Claims for indemnification for any liability whatsoever, or Claims incurred (x) by Released Bank Lender Defendants or (y) with respect to Dismissed Bank Actions from

and after the date the applicable Bank Action became a Dismissed Bank Action or the applicable Bank Lender became a Released Bank Lender Defendant.

Bank Third Party Claim means any Claim held by a Bank Lender and asserted in connection with any of the Bank Actions, the Securities Class Action and the Bank Counterclaims against any Person other than a Debtor, Reorganized Debtor, Transferred Joint Venture Entity, the Distribution Company, the Contingent Value Vehicle or any Person indemnified pursuant to Section 10.04, released pursuant to Section 12.08 or exculpated pursuant to Section 12.09 of this Plan.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any local rules of the Bankruptcy Court.

Business Day means any day other than a Saturday, Sunday, or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

Buyers mean, collectively, TW NY and Comcast, or, in the event the TW Expanded Transaction is consummated, TW NY.

Cash means legal tender of the United States of America and equivalents thereof.

Cash Funded Reserves has the meaning set forth in Section 9.05 of this Plan.

Causes of Action means, without limitation, any and all actions, causes of action, controversies, liabilities, obligations, rights, suits, damages, judgments, claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise.

CCC Debtor Group has the meaning set forth in Section 5.02 of this Plan.

CCC Debtors means, collectively, the Debtors set forth on Schedule J hereto.

CCC Other Unsecured Claim means any General Unsecured Claim against any of the CCC Debtors.

CCC Other Unsecured Distribution means the Allocable Portion of the CCC Other Unsecured Distribution Reserve.

CCC Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class CCC-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

CCC Trade Claim means any Trade Claim arising against any of the CCC Debtors.

CCC Trade Distribution means the Allocable Portion of the CCC Trade Distribution Reserve.

CCC Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class CCC-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

CCHC Debtor Group has the meaning set forth in Section 5.02 of this Plan.

CCHC Debtors means, collectively, the Debtors set forth on Schedule K hereto.

CCHC Other Unsecured Claim means any General Unsecured Claim against any of the CCHC Debtors.

CCHC Other Unsecured Distribution means the Allocable Portion of the CCHC Other Unsecured Distribution Reserve.

CCHC Other Unsecured Distribution Reserve means a reserve of Cash (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class CCHC-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

CCHC Trade Claim means any Trade Claim arising against any of the CCHC Debtors.

CCHC Trade Distribution means the Allocable Portion of the CCHC Trade Distribution Reserve.

CCHC Trade Distribution Reserve means a reserve of Cash (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class CCHC-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Century Bank Claim means a Claim against a Debtor arising pursuant to the Century Credit Agreement.

Century Credit Agreement means that certain credit agreement dated April 14, 2000, between and among certain of the Debtors, certain of the Rigas Persons, Bank of America, N.A. and The Chase Manhattan Bank, as co-administrative agents, and the financial institutions party thereto, as amended, modified, supplemented and restated, and all agreements, documents, indemnities and instruments executed in connection therewith.

Century Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Century Debtors means, collectively, the Debtors set forth on Schedule A hereto.

Century-ML JV Claims means any Claim against a Debtor pursuant to or in connection with the Amended and Restated Management Agreement and Joint Venture Agreement, dated January 1, 1994, relating to Century/ML Cable Venture and Century-ML Cable Corp., and the Leveraged Recapitalization Agreement, dated December 13, 2001, by and among Century/ML Cable Venture, ML Media Partners, L.P., Century Communications Corp., ACC and Highland Holdings.

Century Other Unsecured Claim means any General Unsecured Claim against any of the Century Debtors.

Century Other Unsecured Distribution means the Allocable Portion of the Century Other Unsecured Distribution Reserve.

Century Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class Century-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Century Trade Claim means any Trade Claim arising against any of the Century Debtors.

Century Trade Distribution means the Allocable Portion of the Century Trade Distribution Reserve.

Century Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class Century-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Century-TCI Bank Claim means a Claim against a Debtor arising pursuant to the Century-TCI Credit Agreement.

Century-TCI Credit Agreement means that certain credit agreement dated December 3, 1999, between and among Century-TCI California, L.P., certain other Debtors, Citibank, N.A., as administrative agent, and the financial institutions party thereto, as amended,

modified, supplemented and restated, and all agreements, documents, indemnities and instruments executed in connection therewith.

Century-TCI Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Century-TCI Debtors mean, collectively, the Debtors set forth on Schedule B hereto.

Century-TCI Distribution Company means a newly formed limited liability company, which shall (a) be formed for the purposes set forth in Section 6.02(g), (b) be a member of the Century-TCI Debtor Group, and (c) be managed by the Plan Administrator, and whose sole member shall be Century Exchange LLC.

Century-TCI Joint Venture means Century-TCI California Communications, L.P., a Delaware limited partnership.

Century-TCI JV Equity Interests means any Equity Interest (including any Equity Interests held by Century Exchange LLC, ACC or any of their Affiliates) arising pursuant to or in connection with the Agreement of Limited Partnership, dated as of December 7, 1999, of Century-TCI California Communications, L.P., by and among Century Exchange LLC and TCI California Holdings, LLC, as amended, supplemented or modified from time to time; *provided, however*, that any such amendment, modification or supplement from and after April 20, 2005 shall be made, if at all, in accordance with the requirements and restrictions of the Purchase Agreements.

Century-TCI Other Unsecured Claim means any General Unsecured Claim against any of the Century-TCI Debtors.

Century-TCI Other Unsecured Distribution means the Allocable Portion of the Century-TCI Other Unsecured Distribution Reserve.

Century-TCI Other Unsecured Distribution Reserve means a reserve of either (i) if the Comcast Adelphia Acquisition is consummated, Cash or (ii) if the TW Expanded Transaction is consummated, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class TCI-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Century-TCI Trade Claim means any Trade Claim arising against any of the Century-TCI Debtors.

Century-TCI Trade Distribution means the Allocable Portion of the Century-TCI Trade Distribution Reserve.

Century-TCI Trade Distribution Reserve means a reserve of either (i) if the Comcast Adelphia Acquisition is consummated, Cash or (ii) if the TW Expanded Transaction is consummated, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims

in Class TCI-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Chapter 11 Cases means the cases under Chapter 11 of the Bankruptcy Code commenced by the Debtors styled *In re Adelpia Communications Corporation, et al.*, Chapter 11 Case No. 02-41729 (REG), which are currently pending before the Bankruptcy Court, and such additional cases as may be jointly administered with the Debtors' cases on or before the Voting Deadline or such later date as approved by the Bankruptcy Court for the purpose of including such additional cases as Chapter 11 Cases for the purposes of this Plan, so long as such inclusion would not reasonably be expected to materially delay the Sale Transaction Closing without each Buyer's prior consent.

Charging Lien means any Lien or other priority in payment to which the Indenture Trustees are entitled under each of their respective Indentures against distributions to be made to holders of the Existing Securities issued under the applicable Indentures.

Claim has the meaning set forth in section 101(5) of the Bankruptcy Code.

Claims Agent means Bankruptcy Services LLC, in its capacity as Claims Agent and/or Voting Agent for the Chapter 11 Cases, and any successor or assignee.

Claims Objection Deadline has the meaning set forth in Section 9.01 of this Plan.

Class means a category of holders of Claims or Equity Interests as set forth in Article III of the Plan.

Co-Borrowing Claims means, collectively, the Century Bank Claims, Olympus Bank Claims and UCA Bank Claims.

Collateral means any property or interest in property of the Debtors subject to a Lien to secure the payment or performance of a Claim.

Comcast means Comcast Corporation, a Pennsylvania corporation, and its successors, assigns and/or designees, as applicable.

Comcast Adelpia Acquisition means, collectively, the transactions to be consummated pursuant to the Comcast Purchase Agreement.

Comcast Assumed Sale Liabilities means "Assumed Liabilities" as defined in the Comcast Purchase Agreement.

Comcast Contracts means the executory contracts and unexpired leases to be (i) assumed by the Debtors and assigned to Comcast, (ii) assigned to Comcast or (iii) with respect to the Transferred Joint Venture Entities, (A) assumed by the applicable Transferred Joint Venture Entity or (B) retained by the applicable Transferred Joint Venture Entity, in each case, pursuant to the Comcast Purchase Agreement.

Comcast Escrow Account means an escrow account funded with the “Escrow Amount” as defined in the Comcast Purchase Agreement.

Comcast Purchase Agreement means that certain Asset Purchase Agreement between ACC and Comcast, dated as of April 20, 2005, as such agreement may be amended, supplemented or modified from time to time.

Comcast Purchased Assets means the “Transferred Assets,” as defined in the Comcast Purchase Agreement.

Commencement Date means June 25, 2002 with respect to all of the Debtors except Century Communications Corporation, a Texas corporation, with respect to which the Commencement Date means June 10, 2002.

Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

Confirmation Hearing means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Contingent Value Vehicle means the liquidating trust created under this Plan pursuant to the Contingent Value Vehicle Agreement to, among other things, pursue the Designated Litigation on behalf of the Contingent Value Vehicle Holders and to administer the proceeds of Designated Litigation.

Contingent Value Vehicle Agreement means that certain agreement relating to the formation and administration of the Contingent Value Vehicle, to be entered into as of the Effective Date, in substantially the form contained in the Plan Supplement.

Contingent Value Vehicle Board means the Board of Trustees to be created pursuant to Section 7.10 of this Plan for the purpose of supervising the Contingent Value Vehicle Trustee and prosecuting and settling the Designated Litigation.

Contingent Value Vehicle Holders means the holders of Contingent Value Vehicle Interests.

Contingent Value Vehicle Interests means, collectively, the CVV Series RF Interests, CVV Series AH-1 Interests, CVV Series A-1a Interests, CVV Series A-1b Interests, CVV Series A1-c Interests, CVV Series AH-2 Interests, CVV Series FV-1 Interests, CVV Series FV-2 Interests, CVV Series A-2a Interests, CVV Series A-2b Interests, CVV Series B Interests, CVV Series C Interests, CVV Series D Interests, CVV Series E Interests, CVV Series F Interests, CVV Series G Interests, CVV Series H Interests, CVV Series I Interests and CVV Series J Interests.

Contingent Value Vehicle Professionals has the meaning set forth in Section 7.05 of this Plan.

Contingent Value Vehicle Trustee means the litigation trustee or Person acting in a similar capacity for the Contingent Value Vehicle designated in accordance with the terms set forth in Section 7.02 of this Plan and in the Contingent Value Vehicle Agreement.

Continuing Bank Actions means the claims asserted in the Bank Lender Avoidance Complaint other than the Dismissed Bank Actions.

Contrib/Subrog Claim means a Claim by (x) a Century Debtor against a Rigas/Century Co-Borrowing Debtor, (y) an Olympus Debtor against a Rigas/Olympus Co Borrowing Debtor, or (z) an UCA Debtor against a Rigas/UCA Co Borrowing Debtor, in each case arising as a result of the discharge by such Century, Olympus or UCA Debtor, as applicable, of a Co-Borrowing Claim that arose as a result of funds borrowed by such Rigas Co-Borrowing Debtor directly from the lenders under the Century Credit Agreement, the Olympus Credit Agreement or the UCA Credit Agreement, as applicable.

Control (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise.

Creditors’ Committee means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

Cure means the distribution, on or within a reasonable period of time following the Effective Date, of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption (or assumption and assignment) of an executory contract or unexpired lease, pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations, including interest at the rate determined pursuant to Section 8.14, or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

Cure Notice has the meaning set forth in Section 10.02(d) of this Plan.

Cure Objection has the meaning set forth in Section 10.02(d) of this Plan.

Cure Procedure Order has the meaning set forth in Section 10.02(d) of this Plan.

CVV Series A-1a Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series A-1b Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series A-1c Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series A-2a Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series A-2b Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series AH-1 Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series AH-2 Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series FV-1 Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series FV-2 Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series B Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series C Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series D Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series E Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series F Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series G Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series H Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series I Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

CVV Series RF Interests means beneficial interests in the Contingent Value Vehicle, with the rights and priority accorded to such interests, as provided in Section 7.04 of this Plan and the Contingent Value Vehicle Agreement.

Debtor Group has the meaning ascribed to such term in Section 5.02 of this Plan.

Debtor Group Maximum Value means, with respect to each Debtor Group (other than the Holding Company Debtor Group), (a) the value of the Debtor Group, as set forth in a schedule to be filed with the Plan Supplement, plus (b) the amount by which (i) the Debtor Group Maximum Value of any Direct Subsidiary Debtor Group exceeds (ii) the Deemed Value of all distributions of such Direct Subsidiary Debtor Group with respect to this Plan and all Reserves with respect to or funded by such Direct Subsidiary Debtor Group maintained pursuant to this Plan.

Debtor Group Maximum Value Limitation means that the sum of (a) the Deemed Value of distributions to creditors of a Debtor Group and (b) the Reserves with respect to or funded by such Debtor Group may not exceed the Debtor Group Maximum Value of such Debtor Group.

Debtor Group Reserves means, collectively, the Funding Company Distribution Reserve, the Notes/Trade Distribution Reserves, the Existing Securities Law Claim Reserves and the Other Unsecured Distribution Reserves.

Debtors means, collectively, the ACC Ops Debtors, the Arahova Debtors, the CCC Debtors, the CCHC Debtors, the Century Debtors, the Century-TCI Debtors, the FrontierVision Debtors, the FrontierVision Holdco Debtors, the Ft. Myers Debtors, the Funding Company Debtors, the Holding Company Debtors, the Olympus Debtors, the Olympus Parent Debtors, the Parnassos Debtors, the Rigas/Century Co-Borrowing Debtors, the Rigas/Olympus Co-Borrowing Debtors, the Rigas/UCA Co-Borrowing Debtors, the UCA Debtors and any Persons (including any Managed Entity) that from and after the date hereof becomes a debtor under the Bankruptcy Code in a proceeding jointly administered with the Chapter 11 Cases on or before the Voting Deadline or such later date as approved by the Bankruptcy Court for the purpose of including such additional debtors as Debtors for the purposes of this Plan, so long as such inclusion would not reasonably be expected to materially delay the Sale Transaction Closing without each Buyer's prior consent.

Debtors in Possession means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Debtors' Professionals means all Persons retained by the Debtors by order of the Bankruptcy Court in connection with the Chapter 11 Cases, pursuant to sections 327, 328, 330 or 1103 of the Bankruptcy Code.

Deemed Value means: (a) with respect to Cash, the amount of such Cash; (b) with respect to each share of TWC Class A Common Stock, an amount equal to the quotient obtained by dividing \$4,960,000,000 by the aggregate number of shares of TWC Class A Common Stock to be issued pursuant to the TW Purchase Agreement (without giving effect to (i) any adjustments in the number of shares to be delivered pursuant to Sections 2.6(f) and 2.7 of the TW Purchase Agreement or (ii) any additional shares to be delivered if the TW Expanded Transaction is consummated), which value is assigned to such TWC Class A Common Stock solely for purposes of determining the amounts of distributions with respect to Claims and Equity Interests under and otherwise implementing the provisions of this Plan, including as set forth in the TW Purchase Agreement; (c) with respect to Plan Consideration, the aggregate value of the Cash and shares of TWC Class A Common Stock included in such Plan Consideration; and (d) with respect to any other distribution under this Plan, such value as reasonably agreed to by the Debtors and the recipient of such distribution, or, in the absence of an agreement, as determined by the Bankruptcy Court.

Defensive Claims means, collectively, any defenses and Claims (including, but not limited to, Bank Counterclaims, cross claims, indemnity claims (including any such claim arising in connection with a Bank Third Party Claim), contribution claims, rights of setoff and recoupment, but excluding Bank Lender Fee Claims or Bank Lender Post-Effective Date Fee Claims), of any defendant that may be asserted against the Debtors or their successors or assigns (including the Contingent Value Vehicle) in response to or in connection with the Designated Litigation, the Continuing Bank Actions, the Securities Class Action or any other litigation brought by or on behalf of the Debtors or their successors or any third parties against such Person; *provided, however*, that Defensive Claims (i) shall not include the right to an affirmative recovery : (x) against the Transferred Joint Venture Entities or, (y) to the extent provided in Sections 4.04, 4.14, 4.18, 4.22, 4.37 and 4.40 hereof, against the Debtors, the Reorganized Debtors, the Distribution Company or the Contingent Value Vehicle, but shall be limited pursuant to Section 7.09 of the Plan to the right by setoff, recoupment or other similar principles, to defeat or reduce the liability of such defendant to the Debtors or their successors or assigns (including the Distribution Company and the Contingent Value Vehicle, but excluding the Transferred Joint Venture Entities), and (ii) shall be subject to Estate Defenses.

Delayed Consideration has the meaning set forth in Section 9.03 of this Plan.

Deloitte Litigation means the Claims, Causes of Action, and any other recovery action relating to the services provided to the Debtors by Deloitte & Touche LLP or any of its affiliates, professionals or predecessors in interest including claims and Causes of Action in connection with the case styled *Adelphia Communications Corp. v. Deloitte & Touche LLP*, case no. 000598, which is currently pending before the Court of Common Pleas, Philadelphia County, Pennsylvania.

Designated Litigation means all Causes of Action set forth in Schedule X of this Plan (other than Retained Claims); *provided, however*, Designated Litigation shall not include any Causes of Action that would give rise to an Allowed Claim for indemnification, contribution or reimbursement against a Debtor, Reorganized Debtor or Transferred Joint Venture Entity except (i) Bank Lender Fee Claims, (ii) Bank Lender Post-Effective Date Fee Claims and (iii) Claims payable solely from the Litigation Indemnification Fund.

DIP Agent means, collectively, JPMorgan Chase Bank, as Administrative Agent under the DIP Facility, Citigroup Global Markets Inc., as Syndication Agent under the DIP Facility, J.P. Morgan Securities Inc. and Citigroup Global Markets Inc., as Joint Bookrunners and Co-Lead Arrangers under the DIP Facility, Citicorp North America, Inc., as Collateral Agent under the DIP Facility, Wachovia Bank, N.A., as Co-Syndication Agent under the DIP Facility, the Bank of Nova Scotia, Bank of America, N.A. and General Electric Capital Corporation, as Co-Documentation Agents under the DIP Facility, and any of the foregoing Persons' successors and assigns from time to time.

DIP Facility means that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of February 25, 2005, among UCA LLC, Century Cable Holdings, LLC, Century-TCI California, L.P., Olympus Cable Holdings, LLC, Parnassos, L.P., FrontierVision Operating Partners, L.P., ACC Investment Holdings, Inc., Arahova Communications, Inc., and Adelphia California Cablevision, LLC, as Borrowers, the Guarantors listed therein, the DIP Agents and the various lenders party thereto, as amended and supplemented from time to time, and all agreements, documents and instruments executed in connection therewith.

DIP Lender means a Person (other than a Debtor) who from time to time is or was a party to the DIP Facility and / or a holder of a Claim arising in connection therewith.

DIP Lender Claim means a Claim against a Debtor arising pursuant to the DIP Facility, including for "Obligations" (as such term is defined in the DIP Facility).

DIP Order means that certain Final Order (i) Authorizing Debtors (a) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1) and (b) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, and (ii) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362 and 363, dated August 23, 2002, as the same has been or may be amended, supplemented or modified by the Bankruptcy Court from time to time.

Direct Subsidiary Debtor Group means, with respect to a Debtor Group, each Debtor Group identified as such in Schedule W hereto.

Disallowed means, with respect to an Administrative Expense Claim, Claim or Equity Interest, or any portion thereof, that such Administrative Expense Claim, Claim or Equity Interest, or such portion thereof, (a) has been disallowed by a Final Order, (b) in the case of a Claim, is listed in the Schedules as "\$0," contingent, disputed or unliquidated, and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law,

(c) in the case of a Claim, is not listed in the Schedules and as to which a proof of claim bar date has been set but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law, or (d) with respect to an Administrative Expense Claim, as to which a bar date or deadline has been set but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

Disclosure Statement means the disclosure statement relating to this Plan, including all exhibits and schedules thereto, as amended, supplemented or modified from time to time, in each case, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

Dismissed Bank Actions means the Bank Actions, if any: (i) that are identified in a notice filed by the Debtors (following consultation with the Statutory Committees, but subject to the consent of the Creditors' Committee which may be withheld in its sole and absolute discretion) with the Bankruptcy Court not later than 15 Business Days after a ruling by the Bankruptcy Court on the motion to dismiss the Bank Lender Avoidance Complaint filed by the Bank Lenders; or (ii) with respect to a particular defendant as to which there is a determination by a court of competent jurisdiction pursuant to a Final Order that such defendant in the Bank Lender Avoidance Complaint would be entitled to indemnification (whether under a Prepetition Credit Agreement or under another agreement or principle of law), either directly by a Debtor or Managed Entity or indirectly by a party entitled to indemnification by a Debtor or Managed Entity, but only to the extent of such indemnification.

Disputed means, in reference to any Administrative Expense Claim, Claim or Equity Interest, an Administrative Expense Claim, Claim or Equity Interest (as applicable) (i) which is disputed under this Plan, (ii) as to which the Debtors or the Reorganized Debtors have interposed a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined to be allowed by a Final Order, (iii) proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed or (iv) in respect of which there is potential liability for property which is recoverable or a transfer which is avoidable under section 502(d) of the Bankruptcy Code or other applicable law. An Administrative Expense Claim, Claim or Equity Interest that is Disputed by the Debtors or the Reorganized Debtors as to its amount only shall be deemed Allowed in the amount the Debtors or the Reorganized Debtors admit owing, if any, and Disputed as to the excess. Until the Claims Objection Deadline, all Claims and Equity Interests not previously Allowed under clauses (ii), (iv), or (v) of the definition thereof, shall be deemed Disputed except as and to the extent otherwise determined by the Debtors or the Reorganized Debtors.

Distributable Proceeds means (i) the sum of: (A) the net proceeds from the Designated Litigation, (B) reserves released to the Contingent Value Vehicle pursuant to Section 9.03(e)(v), (C) all or a portion of the Litigation Prosecution Fund to the extent the Contingent Value Vehicle Trustee determines that such funds should be distributed to the Contingent Value

Vehicle Beneficiaries, (D) all or a portion of the Litigation Indemnification Fund to the extent the Contingent Value Vehicle Trustee determines in good faith that such funds will not be reasonably required to fund Bank Lender Post-Effective Date Fee Claims and obtains an order of the Bankruptcy Court authorizing the release of such funds following notice and a hearing, and (E) net proceeds from other assets of the Contingent Value Vehicle, not otherwise required to be held as reserves under this Plan, which the Contingent Value Vehicle Trustee determines should be distributed to the Contingent Value Vehicle Beneficiaries, less (ii) in the case of all Series of CVV Interests other than CVV Series RF, the sum of (A) the amount the Contingent Value Vehicle deems necessary or appropriate to fund the Litigation Prosecution Fund, and (B) except as otherwise expressly provided by order of the Bankruptcy Court following notice and a hearing, an amount sufficient to cause the balance in the Litigation Indemnification Fund to equal the balance required pursuant to Section 6.08(c)(iv) hereof.

Distribution Company means a newly formed limited liability company, which shall be managed by the Plan Administrator and whose sole member shall be the Contingent Value Vehicle.

Distribution Date means the Initial Distribution Date and each Periodic Distribution Date.

Distribution Record Date means (a) with respect to all Claims other than Claims or Equity Interests arising in connection with Existing Securities, the Sale Notice Date (as defined in Section 6.05), and (b) with respect to Claims or Equity Interests arising in connection with Existing Securities, the Initial Distribution Date.

DOJ means the U.S. Department of Justice.

Effective Date means the first Business Day on or after the Confirmation Date specified by the Debtors on which all conditions to the effectiveness of the Plan specified in Section 13.02 hereof have been satisfied or waived, which shall be the date of the Sale Transaction Closing.

Empire Sports Network means Empire Sports Network, L.P., a Delaware limited partnership, and its subsidiaries.

Equity Committee means the statutory committee of holders of Equity Interests in ACC appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

Equity Interest means any present ownership interest in any of the Debtors, including any issued and outstanding shares of common or preferred stock, convertible equity security, partnership or limited liability company interests, whether or not represented by an instrument or other evidence of an equity security or interest, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to acquire or dispose of any such interest (including any put or call rights).

Encumbrance means, with respect to a TW Purchased Asset, "Encumbrance," as defined under the TW Purchase Agreement, and, with respect to a Comcast Purchased Asset, "Encumbrance," as defined under the Comcast Purchase Agreement.

Estate Defenses means any and all defenses and grounds for disallowance or subordination that may be asserted at any time, whether in connection with the Designated Litigation or as an objection to Claims, by or on behalf of the Debtors (including by the Creditors' Committee), the Reorganized Debtors and their successors and assigns, including the Contingent Value Vehicle, under the Bankruptcy Code and/or other applicable law, including (a) section 502(e) of the Bankruptcy Code and (b) the defense that a Bank Counterclaim was waived by the DIP Order.

Estimation Order means an order or orders of the Bankruptcy Court (a) estimating or otherwise establishing, among other things, the amounts described in the Estimation Order Schedule attached as Schedule V hereto, and (b) entered by the Bankruptcy Court in connection with Section 9.02 hereof. The Estimation Order may include the Confirmation Order if the Confirmation Order grants the same relief that otherwise would have been granted in separate Estimation Orders.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Excluded Assets means all assets and Equity Interests of the Debtors other than the Purchased Assets.

Excluded Individual means any current or former director, officer, employee professional or agent of any of the Debtors who (i) in connection with any alleged pre Commencement Date improprieties, was discharged or whose resignation was accepted on account of such individual's knowledge of or participation in such improprieties, (ii) is or has been convicted of a crime, found in fact in any judicial or alternative dispute resolution proceeding to have committed fraud or to have received unjust enrichment, or is or has been sued by ACC or any assignee on such grounds, (iii) has ever failed to repay, or is otherwise in default of, any corporate loans from one or more of the Debtors, (iv) is a Rigas Person, (v) is a Person set forth on a Schedule to be included in the Plan Supplement or any director, officer, partner, member, employee or other Affiliate of such Persons or (vi) is any other Person identified from time to time prior to the Effective Date by amendment to the Plan Supplement, which amendment the Debtors may make in their sole discretion and which shall be filed with the Bankruptcy Court from time to time.

Existing Securities means any existing debt or equity securities of the Debtors (except for securities consisting solely of (i) Intercompany Claims and (ii) Equity Interests, in each case, held by the Debtors), including the ACC Common Stock, the ACC Other Equity Interests, the ACC Preferred Stock, the ACC Senior Notes, the Arahova Notes, the Century-TCI JV Equity Interests, the FPL Note, the FrontierVision Holdco Notes, the FrontierVision Notes, the Parnassos JV Equity Interests and the Olympus Parent Notes.

Existing Securities Law Claim means any Claim against a Debtor, whether or not the subject of an existing lawsuit, (i) arising from rescission of a purchase or sale of shares or notes, or any other securities of any of the Debtors or an affiliate of any of the Debtors, (ii) for damages arising from the purchase or sale of any such security, (iii) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code,

any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims, or (iv) except as otherwise provided for in this Plan, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including (a) any prepetition indemnification, reimbursement or contribution obligations of the Debtors relating to officers and directors holding such positions prior to the Commencement Date pursuant to the Debtors' corporate charters, by-laws, agreements entered into any time prior to the Commencement Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (i) through (iv) (which obligations shall be Existing Securities Law Claims of the Class in which the securities underlying such Claim are included), and (b) Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the sale of securities.

Existing Securities Law Claim Reserve means the Arahova Existing Securities Law Claim Reserve, the FrontierVision Existing Securities Law Claim Reserve, the FrontierVision Holdco Existing Securities Law Claim Reserve or the Olympus Parent Existing Securities Law Claim Reserve, as applicable.

Expanded Transaction Letter Agreement means the letter agreement, dated April 20, 2005, by and among ACC, TW NY and Comcast, as amended, supplemented or modified from time to time.

Fee Claim means a Claim for compensation, for services rendered or reimbursement of expenses incurred for the period from the Commencement Date through the Effective Date pursuant to sections 503(b)(2), 502(b)(3), 502(b)(4) or 502(b)(5) of the Bankruptcy Code in connection with the Chapter 11 Cases.

Final Order means a judgment or order of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or, on and after the Effective Date, the Reorganized Debtors, or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument, or rehearing shall have been denied and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be filed with respect to such order shall not cause such order not to be a Final Order.

FPL Note means that certain \$108,000,000 term note dated as of October 1, 1999 issued by Ft. Myers Acquisition Limited Partnership to Olympus Communications, L.P. and assigned to West Boca Security, Inc.

FPL Note Claim means a Claim against a Debtor arising under or pursuant to the FPL Note.

FPL Note Distribution means the Allocable Portion of the Ft. Myers Notes Distribution Reserve.

Franchise means a franchise, as such term is defined in the Communications Act of 1934, granted by a Governmental Authority authorizing the construction, upgrade, maintenance or operation of any part of the cable systems of the Debtors and the Non-Debtor Subsidiaries, and/or provision of cable television services by the Debtors and the Non-Debtor Subsidiaries.

FrontierVision Bank Claim means a Claim against a Debtor arising pursuant to the FrontierVision Credit Agreement.

FrontierVision Credit Agreement means that certain credit agreement dated December 19, 1997, between and among FrontierVision Operating Partners, L.P., The Chase Manhattan Bank, as administrative agent, and the financial institutions party thereto, as amended, modified, supplemented and restated, and all agreements, documents, indemnities and instruments executed in connection therewith.

FrontierVision Debtor Group has the meaning set forth in Section 5.02 of this Plan.

FrontierVision Debtors mean, collectively, the Debtors set forth on Schedule D hereto.

FrontierVision Existing Securities Law Claim means an Existing Securities Law Claim arising in connection with any FrontierVision Note.

FrontierVision Existing Securities Law Claim Distribution means the Allocable Portion of the FrontierVision Existing Securities Law Claim Reserve.

FrontierVision Existing Securities Law Claim Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order) established to pay Allowed Claims in Class FV-ESL and to reserve for Disputed Claims in such Class estimated to provide Payment in Full of the FrontierVision Existing Securities Law Claims (after giving effect to the Restitution Fund available to Persons who hold FrontierVision Existing Securities Law Claims).

FrontierVision Holdco CVV Sharing Percentage means the percentage of first priority Contingent Value Vehicle Distributions payable to holders of CVV Series FV-1 Interests and CVV Series FV-2 Interests (after giving effect to payments to holders of Series RF Interests), as set forth in the Inter-Creditor Dispute Resolution.

FrontierVision Holdco Convenience Claim means any FrontierVision Holdco Trade Claim or FrontierVision Holdco Other Unsecured Claim that is (i) Allowed in an amount of ten thousand (\$10,000) dollars or less or (ii) Allowed in an amount greater than ten thousand (\$10,000) dollars but which is reduced to ten thousand (\$10,000) dollars by an irrevocable written election of the holder of such Claim made on a timely and properly delivered and completed Ballot; *provided, however*, that any FrontierVision Holdco Trade Claim or

FrontierVision Holdco Other Unsecured Claim that was originally Allowed in excess of ten thousand (\$10,000) dollars may not be subdivided into multiple FrontierVision Holdco Trade Claims or FrontierVision Holdco Other Unsecured Claims of ten thousand (\$10,000) dollars or less for purposes of receiving treatment as an FrontierVision Holdco Convenience Claim.

FrontierVision Holdco Debtor Group has the meaning set forth in Section 5.02 of this Plan.

FrontierVision Holdco Debtors mean, collectively, the Debtors set forth on Schedule M hereto.

FrontierVision Holdco Existing Securities Law Claim means an Existing Securities Law Claim arising in connection with any FrontierVision Holdco Note.

FrontierVision Holdco Existing Securities Law Claim Distribution means the Allocable Portion of the FrontierVision Holdco Existing Securities Law Claim Reserve plus the CVV Series FV-2 Interests.

FrontierVision Holdco Existing Securities Law Claim Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Class FVHC-ESL and to reserve for Disputed Claims in such Class, funded solely by transfers of Plan Consideration pursuant to Section 9.03(b) and (e) hereof, up to an amount (after giving effect to the Restitution Fund available to Persons who hold FrontierVision Holdco Existing Securities Law Claims) estimated to result in Payment in Full of the FrontierVision Holdco Existing Securities Law Claims.

FrontierVision Holdco Holdback means an amount of Plan Consideration estimated by the Debtors to be sufficient to pay holders of Allowed Claims in Classes FVHC-Notes, FVHC-Trade, FVHC-Uns, FVHC-ESL and FVHC-Conv in full, including postpetition interest pursuant to Section 8.14, estimated, as of an assumed Effective Date of July 31, 2006, to be \$505,000,000 (subject to adjustment based on (a) an Estimation Order (except with respect to Class FVHC-Notes), and (b) the actual Effective Date), less the FrontierVision Holdco Minimum Distribution Amount.

FrontierVision Holdco Minimum Distribution Amount means \$0 or such other amount as either (a) is set forth in an agreement approved by the Bankruptcy Court after notice and a hearing or (b) may be determined by the Bankruptcy Court in connection with the Confirmation Hearing.

FrontierVision Holdco Notes means any of those certain (a) 11.875% Series A Senior Discount Notes due September 15, 2007 issued by FrontierVision Holdings, L.P. under that certain Indenture dated as of September 19, 1997 between FrontierVision Holdings, L.P. and FrontierVision Holdings Capital Corporation, as Issuers, and U.S. Bank National Association, as initial Trustee thereunder or (b) 11.875% Series B Senior Discount Notes due September 15, 2007, issued by FrontierVision Holdings, L.P. under that certain Indenture dated as of December 9, 1998 between FrontierVision Holdings, L.P. and FrontierVision Holdings Capital II Corporation, as Issuers and U.S. Bank National Association, as initial Trustee thereunder.

FrontierVision Holdco Notes Claim means a Claim against a Debtor arising pursuant to a FrontierVision Holdco Note.

FrontierVision Holdco Notes Distribution means the Allocable Portion of the FrontierVision Holdco Notes/Trade Distribution Reserve allocable to Class FVHC-Notes plus the portion of CVV Series FV-1 Interests allocated to FrontierVision Holdco Notes Claims in the Estimation Order.

FrontierVision Holdco Notes/Trade Distribution Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Class FVHC-Notes and FVHC-Trade to reserve for Disputed Claims in such Class equal to the sum of (a) product of: (i) the FrontierVision Holdco Minimum Distribution Amount, and (ii) the FrontierVision Holdco Notes/Trade Weighting Percentage, plus (b) following the Inter-Creditor Dispute Resolution, with respect to the FrontierVision Holdco Sharing Percentage, the product of (i) the FrontierVision Holdco Sharing Percentage, (ii) the FrontierVision Holdco Holdback and (iii) the FrontierVision Holdco Notes/Trade Weighting Percentage.

FrontierVision Holdco Notes/Trade Weighting Percentage means the fraction (expressed as a percentage) equal to the estimate of Claims that are likely to be Allowed in Classes FVHC-Notes and FVHC-Trade, divided by the estimate of Claims that are likely to be Allowed in Classes FVHC-Notes, FVHC-Trade, FVHC-Uns and FVHC-Conv as set forth in the Estimation Order.

FrontierVision Holdco Other Unsecured Claim means any General Unsecured Claim against any of the FrontierVision Holdco Debtors.

FrontierVision Holdco Other Unsecured Claims Distribution means the Allocable Portion of the FrontierVision Holdco Other Unsecured Distribution Reserve plus the portion of CVV Series FV-1 Interests allocated to FrontierVision Holdco Other Unsecured Claims in the Estimation Order.

FrontierVision Holdco Other Unsecured Distribution Reserve means a reserve of Plan Consideration established to pay Allowed Claims in Class FVHC-Uns and to reserve for Disputed Claims in such Class, equal to the sum of (a) the product of: (i) the FrontierVision Holdco Minimum Distribution Amount, and (ii) 100% minus the FrontierVision Holdco Notes/Trade Weighting Percentage, plus (b) following the Inter-Creditor Dispute Resolution, with respect to the FrontierVision Holdco Sharing Percentage, the product of (i) the FrontierVision Holdco Sharing Percentage, (ii) the FrontierVision Holdco Holdback and (iii) 100% minus the FrontierVision Holdco Notes/Trade Weighting Percentage.

FrontierVision Holdco Sharing Percentage means the percentage of the FrontierVision Holdco Holdback to be added to the FrontierVision Holdco Notes/Trade Distribution Reserve and the FrontierVision Holdco Other Unsecured Distribution Reserve, as provided in the Inter-Creditor Dispute Resolution. If both (a) the Inter-Creditor Dispute Resolution occurs subsequent to the Effective Date, and (b) had such Inter-Creditor Dispute Resolution occurred prior to the Effective Date, the distributions to creditors of a Debtor Group other than the Arahova Debtor Group, the FrontierVision Holdco Debtor Group and the Holding

Company Debtor Group would have been reduced as a result of such Inter-Creditor Dispute Resolution, then, the FrontierVision Holdco Sharing Percentage shall be no less than what the FrontierVision Holdco Sharing Percentage would have been had the Inter-Creditor Dispute Resolution occurred prior to the Effective Date and the distribution to such other Debtor Groups had been reduced.

FrontierVision Holdco Trade Claim means any Trade Claim arising against any of the FrontierVision Holdco Debtors.

FrontierVision Holdco Trade Distribution means the Allocable Portion of the FrontierVision Holdco Notes/Trade Distribution Reserve allocable to Class FVHC-Trade plus the portion of CVV Series FV-1 Interests allocated to FrontierVision Holdco Trade Claims in the Estimation Order.

FrontierVision Notes means any of those certain 11.000% Senior Subordinated Notes due October 15, 2006 issued by FrontierVision Operating Partners, L.P. and FrontierVision Capital Corporation under that certain Indenture dated as of October 7, 1996 between FrontierVision Operating Partners, L.P. and FrontierVision Capital Corporation, as Issuers and Colorado National Bank, as initial Trustee thereunder.

FrontierVision Notes Claim means a Claim against a Debtor arising pursuant to a FrontierVision Note.

FrontierVision Notes Distribution means the Allocable Portion of the FrontierVision Notes/Trade Distribution Reserve allocable to Class FV-Notes.

FrontierVision Notes/Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Classes FV-Notes and FV-Trade and to reserve for Disputed Claims in such Classes estimated to provide Payment in Full for all such Claims.

FrontierVision Other Unsecured Claim means any General Unsecured Claim against any of the FrontierVision Debtors.

FrontierVision Other Unsecured Claims Distribution means the Allocable Portion of the FrontierVision Other Unsecured Distribution Reserve.

FrontierVision Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class FV-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

FrontierVision Trade Claim means any Trade Claim arising against any of the FrontierVision Debtors.

FrontierVision Trade Distribution means the Allocable Portion of the FrontierVision Notes/Trade Distribution Reserve allocable to Class FV-Trade.

Ft. Myers Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Ft. Myers Debtors mean the Debtors set forth on Schedule S hereto.

Ft. Myers Notes Distribution Reserve means a reserve of Cash (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class FtM-FPL and to reserve for Disputed Claims in such Class, estimated to provide Payment in Full for all such Claims.

Ft. Myers Other Unsecured Claim means any General Unsecured Claim against any of the Ft. Myers Debtors.

Ft. Myers Other Unsecured Claims Distribution means the Allocable Portion of the Ft. Myers Other Unsecured Distribution Reserve.

Ft. Myers Other Unsecured Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class FtM-Uns and to reserve for Disputed Claims in such Class.

Ft. Myers Trade Claim means any Trade Claim arising against any of the Ft. Myers Debtors.

Ft. Myers Trade Distribution means the Allocable Portion of the Ft. Myers Trade Distribution Reserve allocable to Class FtM-Trade.

Ft. Myers Trade Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class FtM-Trade and to reserve for Disputed Claims in such Class.

Funding Company Claim means a Claim (other than an Intercompany Claim or Government Settlement Agreement Claim) against a Debtor in the Funding Company Debtor Group.

Funding Company Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Funding Company Debtors mean the Debtors set forth on Schedule G hereto.

Funding Company Distribution Reserve means a reserve of Cash (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class Fundco and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

General Unsecured Claim means, with respect to a Debtor, any Claim against such Debtor other than an Administrative Expense Claim, DIP Lender Claim, Priority Tax Claim, Other Priority Claim, Secured Tax Claim, Other Secured Claim, Bank Claim, Subsidiary Note Claim, ACC Senior Notes Claim, ACC Subordinated Notes Claim, Existing Securities Law Claim, Trade Claim, ACC Convenience Claim or Subsidiary Convenience Claim.

Global Compromise has the meaning set forth in Section 6.04 of this Plan.

Government Claims means the Claims relating to the SEC/DOJ Matters, as defined in the Purchase Agreements, including Claims for penalties, forfeiture, disgorgement, restitution and prejudgment interest arising from possible violations of the federal securities laws described in that certain proof of claim filed by the SEC with the Bankruptcy Court on December 3, 2002 (as such proof of claim may be amended in accordance with the Bankruptcy Rules and orders of the Bankruptcy Court), and the Government Settlement Agreement Claim.

Government Settlement Agreements means collectively (a) that certain non-prosecution agreement between ACC, the DOJ and the other parties thereto, dated April 25, 2005; and (b) that certain consent decree in connection with the action titled *Securities and Exchange Commission v. Adelphia Communications Corporation, et al.*, 02 Civ. 5776 (PKC), dated May 26, 2005.

Government Settlement Agreement Claim means any Claim arising against a Debtor in connection with the Government Settlement Agreements.

Government Settlement Approval Order means the order of the Bankruptcy Court, dated May 26, 2005, Granting Motion Approving Three Related Agreements Between the Debtors and the Securities and Exchange Commission, the Debtors and the Department of Justice and the Debtors and the Rigas Family.

Governmental Authority shall mean the governments of the United States of America, any state, commonwealth, territory or possession thereof and any political subdivision or quasi-governmental authority of any of the same, including courts, tribunals, departments (including the DOJ), commissions, bureaus, agencies, boards, counties, municipalities, provinces, parishes and other instrumentalities.

Holding Company Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Holding Company Debtors means, collectively, the Debtors set forth on Schedule N hereto.

Indemnified Persons means the directors, officers or employees of the Debtors as of the Effective Date, and any Person who as of the Effective Date is a former director, officer or employee of the Debtors and who was first appointed after the Commencement Date; provided, however, that in no event shall an Excluded Individual be an Indemnified Person.

Indenture Trustees means, collectively, the indenture trustees acting in such capacity pursuant to the Indentures that provided for the issuance of the ACC Senior Notes, the

ACC Subordinated Notes, the Arahova Notes, the FrontierVision Notes, the FrontierVision Holdco Notes and the Olympus Parent Notes and any of their respective successors, assigns or designees.

Indentures means, collectively, the indentures, as amended and supplemented, relating to the ACC Senior Notes, the ACC Subordinated Notes, the Arahova Notes, the FrontierVision Notes, the FrontierVision Holdco Notes and the Olympus Parent Notes.

Initial Distribution Date means the date as soon as reasonably practicable after the Effective Date for the making of initial distributions under this Plan (in the reasonable discretion of the Plan Administrator).

Insured Claim means any Claim against a Debtor arising from an incident or occurrence that is covered under the Debtors' insurance policies.

Intercompany Claim means a Claim with respect to an intercompany transfer of value by a Debtor, an Affiliate of a Debtor, or a Non-Debtor Subsidiary to a Debtor, Affiliate of a Debtor, or Non-Debtor Subsidiary, except as and to the extent any such Claim is (i) a Claim with respect to an Equity Interest in a Transferred Joint Venture Entity, (ii) a Rigas Claim or Equity Interest, (iii) a Retained Claim (including defenses and rights of setoff thereto), (iv) a Claim of a non-Debtor Affiliate of a Debtor against a Debtor arising in connection with the transfer of an asset by such non-Debtor Affiliate to a Debtor pursuant to Section 5.13(h) of the TW Purchase Agreement or Section 5.11(h) of the Comcast Purchase Agreement, (v) a Claim of a non-Debtor Affiliate of a Debtor against another non-Debtor Affiliate of a Debtor, (vi) a Claim of a Debtor against a Managed Entity, (vii) a Claim of a Debtor against any Rigas Person or (viii) a Contrib/Subrog Claim.

Inter-Creditor Dispute means any Claims and Causes of Action between the holders of Claims against or Interests in certain Debtor Groups asserted by such entities or by creditors on behalf of such entities including Claims and Causes of Action relating to: (A) the substantive consolidation of the Debtors within their respective Debtor Groups; (B) the Transferred Subscriber Transactions; (C) the amounts, allowance, relative priority and treatment of all Intercompany Claims; (D) the allocation of the benefits and burdens associated with the Government Settlement Agreements; (E) the allocation of the costs of the Prepetition and Postpetition Tax Reserves (but not the determination of the amounts of such reserves, which shall be made by the Debtors); (F) the allocation of the costs of the Reserved Cash (but not the determination of the amount of such Reserved Cash, which shall be made by the Debtors); (G) the Arahova Sharing Percentage; (H) the Arahova CVV Sharing Percentage; (I) the FrontierVision Holdco CVV Sharing Percentage; (J) the allocation of the value received from the Purchase Agreements; and (K) the FrontierVision Holdco Sharing Percentage.

Inter-Creditor Dispute Holdback means an amount of Plan Consideration and Puerto Rico Liquidating Trust Interests estimated by the Debtors to be sufficient to pay holders of Allowed Claims in Classes ARA-Notes, ARA-Trade, ARA-Uns, ARA-ESL and ARA-Conv in full, including postpetition interest pursuant to Section 8.14, estimated, as of an assumed Effective Date of July 31, 2006, to be \$2,382,000,000 (subject to adjustment based on (a) an

Estimation Order (except with respect to Class ARA-Notes), and (b) the actual Effective Date), less the Arahova Minimum Distribution Amount.

Inter-Creditor Dispute Resolution means one or more resolutions of all or a portion of the Inter-Creditor Dispute either (a) in accordance with the procedures set forth in the Resolution Process Order, or (b) pursuant to the terms of a compromise or settlement approved by an order of the Bankruptcy Court.

Interest Rate Schedule means a schedule to be filed with the Bankruptcy Court at least 25 days prior to the Voting Deadline setting forth the rates at which interest shall accrue from and after the Commencement Date through the Effective Date with respect to certain Classes of Claims specified therein pursuant to the Plan.

IRS means the Internal Revenue Service.

Joint Venture Interests means, collectively, the Parnassos JV Equity Interests and the Century-TCI JV Equity Interests.

JV Documents means the “JV Documents” as defined in the Comcast Purchase Agreement.

Liabilities means “Liabilities,” as defined in the Purchase Agreements.

Lien shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Funds means the Litigation Prosecution Fund and the Litigation Indemnification Fund.

Litigation Indemnification Fund means Cash, as specified in Section 6.08(c)(iv) hereof, deposited in a separate interest bearing account with the Contingent Value Vehicle, to fund the payment of Bank Lender Post-Effective Date Fee Claims payable under Section 6.08(c) of this Plan.

Litigation Prosecution Fund means Cash, initially on the Effective Date in the amount of \$50,000,000, deposited in a separate interest bearing account with the Contingent Value Vehicle to fund the cost of the prosecution of the Designated Litigation.

Managed Entity means any of the Persons set forth in Schedule O hereto and any other entity Controlled by a Managed Entity; *provided, however*, that a Person listed on Schedule O shall cease to be a Managed Entity at such time as it may become a Debtor or directly or indirectly wholly owned by a Debtor.

New By-laws means the amended and restated by-laws of TWC, which shall be in substantially the form contained in the Plan Supplement, as amended, supplemented or modified from time to time, subject, prior to the Sale Transaction Closing, to the requirements and restrictions of the Purchase Agreements.

New Certificate of Incorporation means the amended and restated certificate of incorporation of TWC, which shall be in substantially the form contained in the Plan Supplement, as amended, supplemented or modified from time to time, subject, prior to the Sale Transaction Closing, to the requirements and restrictions of the Purchase Agreements.

Non-Debtor Subsidiary means any direct or indirect Subsidiary of ACC that is not a Debtor.

Non-Transferred MCE Systems means the “Disputed MCE Systems,” as such term is defined in the Purchase Agreements, except for those owned by Bucktail Broadcasting Corporation and Coudersport Television Cable Company.

Notes/Trade Distribution Reserves means, collectively, the ACC Ops Trade Distribution Reserve, the Arahova Notes/Trade Distribution Reserve, the CCC Trade Distribution Reserve, the CCHC Trade Distribution Reserve, the Century Trade Distribution Reserve, the Century-TCI Trade Distribution Reserve, the FrontierVision Notes/Trade Distribution Reserve, the FrontierVision Holdco Notes/Trade Distribution Reserve, the Ft. Myers Note Distribution Reserve, the Ft. Myers Trade Distribution Reserve, the Holding Company Notes/Trade Distribution Reserve, the Olympus Trade Distribution Reserve, the Olympus Parent Notes/Trade Distribution Reserve, the Parnassos Trade Distribution Reserve, the Rigas/Century Trade Distribution Reserve, the Rigas/Olympus Trade Distribution Reserve, the Rigas/UCA Trade Distribution Reserve and the UCA Trade Distribution Reserve.

Olympus Bank Claim means a Claim against a Debtor arising pursuant to the Olympus Credit Agreement.

Olympus Credit Agreement means that certain credit agreement dated September 28, 2001, between and among certain of the Debtors, certain of the Rigas Persons, Bank of Montreal, as administrative agent, and the financial institutions party thereto, as amended, modified, supplemented and restated, and all agreements, documents, indemnities and instruments executed in connection therewith.

Olympus Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Olympus Debtors mean, collectively, the Debtors set forth on Schedule E hereto.

Olympus Other Unsecured Claim means any General Unsecured Claim against any of the Olympus Debtors.

Olympus Other Unsecured Claims Distribution means the Allocable Portion of the Olympus Other Unsecured Distribution Reserve.

Olympus Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class OLY-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Olympus Parent Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Olympus Parent Debtors mean, collectively, the Debtors set forth on Schedule L hereto.

Olympus Parent Existing Securities Law Claim means an Existing Securities Law Claim arising in connection with any Olympus Parent Note.

Olympus Parent Existing Securities Law Claim Distribution means the Allocable Portion of the Olympus Parent Existing Securities Law Claims Reserve.

Olympus Parent Existing Securities Law Claim Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class OLYParent-ESL and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims, after giving effect to the Restitution Fund available to Persons who hold Olympus Parent Existing Securities Law Claims.

Olympus Parent Notes means those certain 10.625% Senior Notes due November 15, 2006 issued by Olympus Communications, L.P. and Olympus Capital Corporation under that certain Indenture dated as of November 12, 1996 between Olympus Communications, L.P., Olympus Capital Corporation and Bank of Montreal Trust Company, as initial Trustee thereunder.

Olympus Parent Notes Claim means a Claim against a Debtor arising under or pursuant to an Olympus Parent Note.

Olympus Parent Notes Distribution means the Allocable Portion of the Olympus Parent Notes/Trade Distribution Reserve allocable to Class OLYParent-Notes.

Olympus Parent Notes/Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Classes OLYParent-Notes and OLYParent-Trade and to reserve for Disputed Claims in such Classes estimated to provide Payment in Full for all such Claims.

Olympus Parent Other Unsecured Claim means any General Unsecured Claim against any of the Olympus Parent Debtors.

Olympus Parent Other Unsecured Claims Distribution means the Allocable Portion of the Olympus Parent Other Unsecured Distribution Reserve.

Olympus Parent Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class OLYParent-

Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Olympus Parent Trade Claim means any Trade Claim arising against any of the Olympus Parent Debtors.

Olympus Parent Trade Distribution means the Allocable Portion of the Olympus Parent Notes/Trade Distribution Reserve allocable to Class OLYParent-Trade.

Olympus Trade Claim means any Trade Claim arising against any of the Olympus Debtors.

Olympus Trade Distribution means the Allocable Portion of the Olympus Trade Distribution Reserve.

Olympus Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class OLY-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Other Priority Claim means any Claim against a Debtor, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor, other than a Secured Tax Claim.

Other Unsecured Claims means, collectively, the ACC Ops Other Unsecured Claims, the Arahova Other Unsecured Claims, the CCC Other Unsecured Claims, the CCHC Other Unsecured Claims, the Century Other Unsecured Claims, the Century-TCI Other Unsecured Claims, the FrontierVision Other Unsecured Claims, the FrontierVision Holdco Other Unsecured Claims, the Ft. Myers Other Unsecured Claims, the Funding Company Other Unsecured Claims, the Holding Company Other Unsecured Claims, the Olympus Other Unsecured Claims, the Olympus Parent Other Unsecured Claims, the Parnassos Other Unsecured Claims, the Rigas/Century Other Unsecured Claims, the Rigas/Olympus Other Unsecured Claims, the Rigas/UCA Other Unsecured Claims and the UCA Other Unsecured Claims.

Other Unsecured Distribution Reserves means, collectively, the ACC Ops Other Unsecured Distribution Reserve, the Arahova Other Unsecured Distribution Reserve, the CCC Other Unsecured Distribution Reserve, the CCHC Other Unsecured Distribution Reserve, the Century Other Unsecured Distribution Reserve, the Century-TCI Other Unsecured Distribution Reserve, the FrontierVision Other Unsecured Distribution Reserve, the FrontierVision Holdco Other Unsecured Distribution Reserve, the Ft. Myers Other Unsecured Distribution Reserve, the Funding Company Other Unsecured Distribution Reserve, the Holding Company Other Unsecured Distribution Reserve, the Olympus Other Unsecured Distribution Reserve, the Olympus Parent Other Unsecured Distribution Reserve, the Parnassos Other Unsecured Distribution Reserve, the Rigas/Century Other Unsecured Distribution Reserve, the

Rigas/Olympus Other Unsecured Distribution Reserve, the Rigas/UCA Other Unsecured Distribution Reserve and the UCA Other Unsecured Distribution Reserve.

Paid in Full, Payment in Full or Pay in Full means, with respect to an Allowed Claim, payment in Cash, Plan Consideration and/or other consideration in an aggregate amount with Deemed Value equal to the Allowed amount thereof.

Parent Debtor Group means, with respect to a Debtor Group, the Debtor Group identified as such in the left hand column of Schedule W.

Parnassos Bank Claim means a Claim arising pursuant to the Parnassos Credit Agreement.

Parnassos Credit Agreement means that certain credit agreement dated December 30, 1998, between and among Parnassos, L.P., The Bank of Nova Scotia, as administrative agent, and the financial institutions party thereto, as amended, modified, supplemented and restated, and all agreements, documents, indemnities and instruments executed in connection therewith.

Parnassos Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Parnassos Debtors mean, collectively, the Debtors set forth on Schedule C hereto.

Parnassos Distribution Companies means two newly formed limited liability companies, which shall (a) be formed for the purposes set forth in Section 6.02(g), (b) be members of the Parnassos Debtor Group, (c) be managed by the Plan Administrator, and (d) one of whose sole member shall be Adelphia Western NY Holdings, L.L.C. and the other of whose sole member shall be Montgomery Cablevision, Inc.

Parnassos Joint Venture means Parnassos Communications, L.P., a Delaware limited partnership and Adelphia Western NY Joint Venture.

Parnassos JV Equity Interests means any Equity Interest (including any Equity Interest held by Adelphia Western New York Holdings, L.L.C., Montgomery Cablevision, Inc., ACC or any of their Affiliates) arising pursuant to or in connection with (a) the Agreement of Limited Partnership, dated as of December 30, 1998, of Parnassos Communications, L.P., by and among Adelphia Western New York Holdings, L.L.C. and Montgomery Cablevision, Inc. and TCI Adelphia Holdings, LLC, as amended, supplemented or modified from time to time or (b) the Agreement of Limited Partnership, dated as of January 8, 1998, of Western NY Cablevision, L.P., by and among Adelphia Western New York Holdings, L.L.C. and Montgomery Cablevision, Inc. and TCI Adelphia Holdings, LLC, as amended, supplemented or modified from time to time, *provided, however*, that in respect of the foregoing clauses (a) and (b), any such amendment, modification or supplement from and after April 20, 2005 shall be made, if at all, in accordance with the requirements and restrictions of the Purchase Agreements.

Parnassos Other Unsecured Claim means any General Unsecured Claim against any of the Parnassos Debtors.

Parnassos Other Unsecured Distribution means the Allocable Portion of the Parnassos Other Unsecured Distribution Reserve.

Parnassos Other Unsecured Distribution Reserve means a reserve of either (i) if the Comcast Adelphia Acquisition is consummated, Cash or (ii) if the TW Expanded Transaction is consummated, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class P-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Parnassos Trade Claim means any Trade Claim arising against any of the Parnassos Debtors.

Parnassos Trade Distribution means the Allocable Portion of the Parnassos Trade Distribution Reserve.

Parnassos Trade Distribution Reserve means a reserve of either (i) if the Comcast Adelphia Acquisition is consummated, Cash or (ii) if the TW Expanded Transaction is consummated, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class P-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Periodic Distribution Date means (a) initially, the first Business Day that is six (6) full months after the Initial Distribution Date and (b) subsequently, a Business Day designated by the Plan Administrator which occurs in the month that is six (6) full months after the immediately preceding Periodic Distribution Date, or in the case of either (a) or (b), such earlier or later date established by the Bankruptcy Court or designated as such by the Plan Administrator in its reasonable discretion in a filing with the Bankruptcy Court.

Permitted Encumbrance means, with respect to a TW Purchased Asset, "Permitted Encumbrance," as defined under the TW Purchase Agreement, and, with respect to a Comcast Purchased Asset, "Permitted Encumbrance," as defined under the Comcast Purchase Agreement.

Permitted Investments has the meaning set forth in Section 7.06 hereof.

Person means an individual, a corporation, a partnership, a limited liability company, an association, a trust, a Governmental Authority, a labor union or other entity or organization.

Personal Injury Claim means any Claim against any of the Debtors, whether or not the subject of an existing lawsuit, arising from a personal injury or wrongful death allegation. A Personal Injury Claim may also be an Insured Claim.

Plan means this Chapter 11 joint plan of reorganization, including the Plan Supplement and all exhibits, supplements, appendices, and schedules hereto, either in its present form or as the same may be amended, supplemented or modified from time to time in accordance with Section 15.08 hereof.

Plan Administrator means the Person designated as Plan Administrator pursuant to Section 6.14 of this Plan. The Plan Administrator shall not be a Person holding any Claim against, or Equity Interest in, the Debtors.

Plan Administrator Agreement means an agreement between the Debtors and the Plan Administrator specifying the duties and responsibilities to be performed by the Plan Administrator under the Plan, in substantially the form to be included in the Plan Supplement (following consultation with the Statutory Committees).

Plan Consideration means, with respect to a Class of Claims entitled to distribution thereof under this Plan, one or more of Cash and/or shares of TWC Class A Common Stock, as applicable.

Plan Documents means, collectively, the documents to be included in the Plan Supplement.

Plan Supplement means the document containing the forms of documents specified in Section 15.07 of this Plan.

Postpetition Tax Reserve means a Cash reserve established by the Debtors to pay taxes of the Debtors with respect to periods after the Commencement Date.

Prepetition Credit Agreement means any of the Century Credit Agreement, the Century-TCI Credit Agreement, the FrontierVision Credit Agreement, the Olympus Credit Agreement, the Parnassos Credit Agreement and the UCA Credit Agreement, in each case together with all related agreements, documents and instruments.

Prepetition Tax Reserve means a Cash reserve established by the Debtors to pay taxes of the Debtors with respect to periods prior to the Commencement Date.

Prime Rate means the rate of interest per annum published from time to time in the *Wall Street Journal* as the “prime rate” in effect as of the date thereof; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

Priority Tax Claim means any Claim against a Debtor of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata or Pro Rata Share means (a) with respect to any Allowed Claim in a Class of Bank Claims, the amount of such Allowed Claim divided by an amount calculated pursuant to clause 2(b) of the definition of Allocable Portion with respect to such Class, regardless of whether such clause is otherwise applicable to such Class, (b) with respect to any Allowed Claim in a Class of Existing Securities Law Claims, the amount of such Allowed Claim less the portion of the Restitution Fund allocable to such Claim, divided by the aggregate amount of Allowed Claims in such Class, less the portion of the Restitution Fund allocable to such Class, (c) with respect to any Allowed Claim in any other Class of Claims, the amount of such Allowed Claim divided by the aggregate amount of Allowed Claims in such Class, (d) with respect to any Allowed Equity Interests in a Class of Equity Interests, the number of such Allowed Equity

Interests divided by the sum of all Allowed Equity Interests in such Class, and (e) with respect to holders of any CVV Interests, the amount of such holder's Allowed Claims or Equity Interests, as applicable, in the Class of Claims or Equity Interests, as applicable, with respect to which such Series of CVV Interests were issued, less all distributions with respect to such Allowed Claims or Equity Interests, as applicable, pursuant to Article IV, less the portion of the Restitution Fund allocable to such Claims, or Equity Interests, as applicable, divided by the aggregate amount of Allowed Claims or Equity Interests, as applicable, in such Class, less all distributions with respect to such Class pursuant to Article IV, less the portion of the Restitution Fund allocable to such Class.

Puerto Rico Liquidating Trust means a liquidating trust which will hold the Debtors' direct or indirect equity interest in Century/ML Cable Venture for the benefit of the holders of Puerto Rico Trust Interests.

Puerto Rico Liquidating Trust Agreement means a Liquidating Trust Agreement to be entered into as of the Effective Date substantially in the form included in the Plan Supplement, relating to the formation and administration of the Puerto Rico Liquidating Trust.

Puerto Rico Trust Interests mean the beneficial interests in the Puerto Rico Liquidating Trust to be issued in respect of Claims in Classes ARA-Notes, ARA-Trade, ARA-Uns and ARA-ESL, and governed by the Puerto Rico Liquidating Trust Agreement.

Purchase Agreements means, (a) collectively, the Comcast Purchase Agreement and the TW Purchase Agreement or (b) the TW Purchase Agreement as modified pursuant to Section 5.15 thereof and the Expanded Transaction Letter Agreement in the event that the Comcast Adelphia Acquisition is not consummated for the reasons set forth in Section 5.15 of the TW Purchase Agreement.

Purchased Assets means, collectively, the TW Purchased Assets and the Comcast Purchased Assets, or, in the event the TW Expanded Transaction is consummated, the TW Purchased Assets.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Equity Interest is entitled, so as to leave such Claim or Equity Interest, as applicable, unimpaired in accordance with section 1124 of the Bankruptcy Code, or (b) notwithstanding any contractual provision or applicable law that entitles the holder of such claim to demand or receive accelerated payment of such Claim after the occurrence of a default (i) curing any such default that occurred before or after the Commencement Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the holder of such claim for any damages incurred as a result of any reasonable reliance by such holder of such claim on such contractual provision or such applicable law; and (iv) not otherwise altering the legal, equitable or contractual rights to which the holder of such Claim is entitled; *provided, however*, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, "going dark" provisions, and affirmative covenants regarding corporate existence prohibiting

certain transactions or actions contemplated by this Plan, or conditioning such transactions or actions on certain factors, shall not be required to be cured or Reinstated in order to accomplish Reinstatement.

Released Bank Lender Defendants means those defendants, if any, named in the Bank Actions that are identified in a notice to be filed by the Debtors with the Bankruptcy Court (following consultation with the Statutory Committees, but subject to the consent of the Creditors' Committee which may be withheld in its sole and absolute discretion) not later than 15 Business Days after a ruling by the Bankruptcy Court on the motion to dismiss the Bank Lender Avoidance Complaint filed by the Bank Lenders, as Persons who, on the occurrence of the Effective Date, shall be released by the Debtors from liability with respect to the Bank Actions pursuant to Section 6.04(b)(i) hereof.

Reorganized Debtors means, collectively, each of the Debtors (other than the Transferred Joint Venture Entities) on and after the Effective Date.

Reserved Cash means the amount of Cash (initially \$100,000,000) to be held by the Distribution Company in reserve and used in connection with the payment of costs of administering the Reorganized Debtors and this Plan, including the filing and refiling of tax returns and the litigation of the Inter-Creditor Dispute from and after the Effective Date.

Resolution Process Order means that certain Order in Aid of Confirmation, Pursuant to Sections 105(a) and 105(d) of the Bankruptcy Code, Establishing Pre-Confirmation Process to Resolve Certain Inter-Creditor Issues, entered by the Bankruptcy Court on August 4, 2005.

Restitution Fund means one or more funds established by the SEC, DOJ or their designees to hold and distribute the Settlement Consideration in accordance with the terms of the Settlement Agreements and other consideration received by the SEC, DOJ and their designees.

Restructuring Debtors means those Debtors that will be the subject of a Restructuring Transaction under this Plan.

Restructuring Transaction(s) means a dissolution or winding up of the corporate or other legal existence of a Debtor (other than a Transferred Joint Venture Entity), the conversion of the organizational form of a Debtor (other than a Transferred Joint Venture Entity) to a different organizational form, or the consolidation, merger, contribution of assets, transfer of equity interests or other transaction in which a Reorganized Debtor merges with or transfers substantially all of its assets and liabilities to a Reorganized Debtor or any of its Affiliates, on or after the Confirmation Date, as set forth in the Restructuring Transactions Notice.

Restructuring Transactions Notice means the notice filed with the Bankruptcy Court on or before the date of the initial Restructuring Transaction (as may be amended from time to time) listing the Restructuring Debtors and briefly describing the relevant Restructuring Transactions, including the post Restructuring Transaction organizational structure of the Reorganized Debtors.

Retained Claims shall mean the “Retained Claims,” as defined in the Comcast Purchase Agreement.

Rigas Agreement means any executory contract or unexpired lease entered into prior to the Commencement Date between a Debtor and any Rigas Person or Managed Entity.

Rigas/Century Co-Borrowing Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Rigas/Century Co-Borrowing Debtors mean the Debtors set forth on Schedule P hereto.

Rigas/Century Contrib/Subrog Claim means any Contrib/Subrog Claim arising against any of the Rigas/Century Co-Borrowing Debtors.

Rigas/Century Contrib/Subrog Distribution means the Allocable Portion of the Rigas/Century Contrib/Subrog Distribution Reserve.

Rigas/Century Contrib/Subrog Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class RCentCB-Cont and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas/Century Other Unsecured Claim means any General Unsecured Claim against any of the Rigas/Century Co-Borrowing Debtors.

Rigas/Century Other Unsecured Distribution means the Allocable Portion of the Rigas/Century Other Unsecured Distribution Reserve.

Rigas/Century Other Unsecured Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class RCentCB Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas/Century Trade Claim means any Trade Claim arising against any of the Rigas/Century Co-Borrowing Debtors.

Rigas/Century Trade Distribution means the Allocable Portion of the Rigas/Century Trade Distribution Reserve.

Rigas/Century Trade Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class RCentCB -Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas Claims or Equity Interests means collectively: (1) any Claim against or Equity Interest in any of the Debtors held by a Rigas Person, including any Claims arising from the rejection of a Rigas Agreement, and (2) any Claim against or Equity Interest in any of the Debtors, including with respect to an Existing Security, which Claim or Equity Interest (including with respect to an Existing Security) was owned beneficially or of record at any time by a Rigas Person, except to the extent that the Claim or Equity Interest (including with respect to an Existing Security) is held by a Person who can demonstrate that it is a “protected purchaser” within the meaning of Article 8 of the New York Uniform Commercial Code and not a Person from whom property or value may be recovered, or obligation avoided, under section 550 of the Bankruptcy Code, except in each case for any Claims arising in connection with the Adelphia-Rigas Settlement Agreement. To the extent a Claim or Equity Interest may be characterized as a Rigas Claim or Equity Interest and another type of Claim or Equity Interest, such Claim or Equity Interest shall be deemed to be a Rigas Claim or Equity Interest in its entirety.

Rigas/Co-Borrowing Debtor means any Rigas/Century Co-Borrowing Debtor, any Rigas/Olympus Co-Borrowing Debtor or any Rigas/UCA Co-Borrowing Debtor, in each case from and after the time such Person becomes a Debtor.

Rigas/Olympus Co-Borrowing Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Rigas/Olympus Co-Borrowing Debtors mean the Debtors set forth on Schedule Q hereto.

Rigas/Olympus Contrib/Subrog Claim means any Contrib/Subrog Claim arising against any of the Rigas/Olympus Co-Borrowing Debtors.

Rigas/Olympus Contrib/Subrog Distribution means the Allocable Portion of the Rigas/Olympus Contrib/Subrog Distribution Reserve.

Rigas/Olympus Contrib/Subrog Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class ROlyCB-Cont and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas/Olympus Other Unsecured Claim means any General Unsecured Claim against any of the Rigas/Olympus Co-Borrowing Debtors.

Rigas/Olympus Other Unsecured Distribution means the Allocable Portion of the Rigas/Olympus Other Unsecured Distribution Reserve.

Rigas/Olympus Other Unsecured Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class ROlyCB-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas/Olympus Trade Claim means any Trade Claim arising against any of the Rigas/Olympus Co-Borrowing Debtors.

Rigas/Olympus Trade Distribution means the Allocable Portion of the Rigas/Olympus Trade Distribution Reserve.

Rigas/Olympus Trade Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class ROlyCB-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas Persons means, collectively, the Persons set forth on Schedule T hereto, any Person Controlled by a Rigas Person, and any of their collective successors, assigns, transferees or heirs, *provided, however*, that Rigas Persons shall not include any Debtor, Reorganized Debtor, Transferred Joint Venture Entity or Managed Entity.

Rigas/UCA Co-Borrowing Debtor Group has the meaning set forth in Section 5.02 of this Plan.

Rigas/UCA Co-Borrowing Debtors mean the Debtors set forth on Schedule R hereto.

Rigas/UCA Contrib/Subrog Claim means any Contrib/Subrog Claim arising against any of the Rigas/UCA Co-Borrowing Debtors.

Rigas/UCA Contrib/Subrog Distribution means the Allocable Portion of the Rigas/UCA Contrib/Subrog Distribution Reserve.

Rigas/UCA Contrib/Subrog Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class RUCACB-Cont and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas/UCA Other Unsecured Claim means any General Unsecured Claim against any of the Rigas/UCA Co-Borrowing Debtors.

Rigas/UCA Other Unsecured Distribution means the Allocable Portion of the Rigas/UCA Other Unsecured Distribution Reserve.

Rigas/UCA Other Unsecured Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class RUCACB-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Rigas/UCA Trade Claim means any Trade Claim arising against any of the Rigas/UCA Co-Borrowing Debtors.

Rigas/UCA Trade Distribution means the Allocable Portion of the Rigas/UCA Trade Distribution Reserve.

Rigas/UCA Trade Distribution Reserve means a reserve of Plan Consideration (in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof) established to pay Allowed Claims in Class RUCACB-Trade and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

Sale Notice has the meaning set forth in Section 6.05.

Sale Notice Date shall have the meaning set forth in Section 6.05 of the Plan.

Sale Order means an Order of the Bankruptcy Court (which may be the Confirmation Order) approving the Sale Transactions.

Sale Transaction Closing means the “Closing” as defined under the Purchase Agreements.

Sale Transactions means, collectively, the transactions to be consummated pursuant to the Purchase Agreements in accordance with the terms thereof.

Sale Transaction Documents means the Purchase Agreements and the other documents entered into in connection with the Sale Transactions.

Schedules means the schedules of assets and liabilities, the lists of holders of Equity Interests, and the statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto filed with the Bankruptcy Court through and including the closing of the Chapter 11 Cases.

SEC means the U.S. Securities and Exchange Commission.

Secured Claim means any Claim against a Debtor (i) to the extent reflected in the Schedules or upon a proof of claim as a Secured Claim, that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (ii) to the extent that the holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code, *provided, however*, that no Bank Claim or FPL Note Claim shall be treated as a Secured Claim, but shall instead receive such other treatment as specifically provided in Article IV with respect to the Class of Claims relating to such Bank Claim or FPL Note Claim.

Secured Tax Claim means any Secured Claim against a Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

Securities Class Action means the claims and Causes of Action collectively proceeding under the caption of In re Adelphia Communications Corp., 03 MD 1529 (S.D.N.Y.) (McKenna, J.).

Settlement Allocation Order means an order of the Bankruptcy Court (which may be the Confirmation Order) allocating the costs and benefits of the Government Settlement Agreements.

Settlement Consideration means collectively, the following consideration, to be deposited with the Restitution Fund on or as soon as reasonably practicable after the Effective Date in accordance with the terms of the Government Settlement Agreements:

- (i) TWC Class A Common Stock with a Deemed Value of up to \$400,000,000.00;
- (ii) Cash in the amount of \$600,000,000 less the Deemed Value of the TWC Class A Common Stock in (i) above, but in any event not less than \$200,000,000.00; and
- (iii) 100 percent of the CVV Series RF Interests to be issued under this Plan.

Statutory Committees means the Equity Committee and the Creditors Committee.

Subordination Provisions means the subordination provisions of the indentures relating to the ACC Subordinated Notes.

Subsidiary means (i) any corporation, association, or other business entity of which more than fifty (50%) percent of the total voting power of shares or other voting securities outstanding thereof is at the time owned or Controlled, directly or indirectly, by ACC or one or more of the other Subsidiaries of ACC (or any combination thereof) and (ii) any partnership or limited liability company (A) the sole general partner, the managing general partner, or the managing member of which is ACC or one or more of the other Subsidiaries of ACC (or any combination thereof) or (B) the only general partners or members of which are ACC or one or more of the other Subsidiaries of ACC (or any combination thereof). Century ML / Cable Venture shall not be deemed to be a Subsidiary of ACC or its Subsidiaries.

Subsidiary Notes means any Arahova Notes, FrontierVision Notes, FrontierVision Holdco Notes, FPL Note or Olympus Parent Notes.

Subsidiary Notes Claim means any Arahova Notes Claim, FPL Note Claim, FrontierVision Notes Claim, FrontierVision Holdco Notes Claim or Olympus Parent Notes Claim.

Subsidiary Notes Existing Securities Law Claim means any Arahova Existing Securities Law Claim, FrontierVision Existing Securities Law Claim, FrontierVision Holdco Existing Securities Law Claim or Olympus Parent Existing Securities Law Claim.

Subsidiary Other Unsecured Claims means, collectively, the ACC Ops Other Unsecured Claims, the Arahova Other Unsecured Claims, the CCC Other Unsecured Claims, the CCHC Other Unsecured Claims, the Century Other Unsecured Claims, the Century-TCI Other Unsecured Claims, the FrontierVision Other Unsecured Claims, the FrontierVision Holdco Other Unsecured Claims, the Ft. Myers Other Unsecured Claims, the Funding Company Claims (except to the extent constituting Trade Claims), the Olympus Other Unsecured Claims, the Olympus Parent Other Unsecured Claims, the Parnassos Other Unsecured Claims, the

Rigas/Century Other Unsecured Claims, the Rigas/Olympus Other Unsecured Claims, the Rigas/UCA Other Unsecured Claims and the UCA Other Unsecured Claims.

Subsidiary Trade Claims means, collectively, the ACC Ops Trade Claims, the Arahova Trade Claims, the CCC Trade Claims, the CCHC Trade Claims, the Century Trade Claims, the Century-TCI Trade Claims, the FrontierVision Trade Claims, the FrontierVision Holdco Trade Claims, the Ft. Myers Trade Claims, the Funding Company Claims to the extent constituting Trade Claims, the Olympus Trade Claims, the Olympus Parent Trade Claims, the Parnassos Trade Claims, the Rigas/Century Trade Claims, the Rigas/Olympus Trade Claims, the Rigas/UCA Trade Claims and the UCA Trade Claims.

Tax Code means the Internal Revenue Code of 1986, as amended.

Time Warner means Time Warner Inc., a Delaware Corporation.

Trade Claim means any Claim relating to the receipt of goods or services by the Debtors from trade vendors or service providers in the ordinary course of the Debtors' business.

Transaction Escrow Agreements shall mean one or more Escrow Agreements, substantially in the form included in the Plan Supplement, to be entered into pursuant to and in accordance with the Purchase Agreements for purposes of establishing and administering the Transaction Escrows, as amended, supplemented or modified from time to time.

Transaction Escrows means, collectively, the Comcast Escrow Account and the TW Escrow Account.

Transferred Joint Venture Entities means the "Transferred Joint Venture Entities" as defined in the Comcast Purchase Agreement.

Transferred Subscriber Transactions means, collectively, the series of transactions described on Schedule U attached hereto.

Trustee Fee Claim means, individually and collectively, a Claim against a Debtor arising from and after the Commencement Date pursuant to the applicable Indenture relating to any compensation, disbursements, fees and expenses (including any Claim under such Indenture relating to fees and expenses of counsel and agents of such Indenture Trustee), of the Indenture Trustees payable under such Indenture, which such Claims shall be satisfied and discharged in accordance with Section 6.09 of this Plan.

TW Assumed Sale Liabilities means the "Assumed Liabilities" as defined in the TW Purchase Agreement (including, to the extent applicable, any modification thereto under Section 5.15 of the TW Purchase Agreement in the event the TW Expanded Transaction is consummated).

TWC means Time Warner Cable Inc., a Delaware corporation, and its successors, assigns and/or designees, as applicable.

TWC Class A Common Stock means the shares of Class A common stock of TWC, par value of \$0.01 per share, to be issued pursuant to the TW Purchase Agreement.

TW Contracts means the executory contracts and unexpired leases (i) assumed by the Debtors and assigned to TW NY, (ii) assigned to TW NY or (iii) if the Expanded Transaction is consummated, with respect to the Transferred Joint Venture Entities, (A) assumed by the applicable Transferred Joint Venture Entity or (B) retained by the applicable Transferred Joint Venture Entity, in each case pursuant to the TW Purchase Agreement (including as modified pursuant to Section 5.15 thereof and the Expanded Transaction Letter Agreement in the event that the Comcast Adelphia Acquisition is not consummated for the reasons set forth in such Section 5.15 of the TW Purchase Agreement).

TW Escrow Account means an escrow account funded with the “Escrow Amount” as defined in the TW Purchase Agreement.

TW Expanded Transaction means the transaction to be consummated pursuant to the TW Purchase Agreement including Section 5.15 thereof and the Expanded Transaction Letter Agreement in the event that the Comcast Adelphia Acquisition is not consummated for the reasons set forth in such Section 5.15 of the TW Purchase Agreement.

TW NY means Time Warner NY Cable LLC, a Delaware limited liability company, and its successors, assigns and/or designees, as applicable.

TW Purchase Agreement means the Asset Purchase Agreement, dated as of April 20, 2005, between ACC and TW NY, as amended, supplemented or modified from time to time.

TW Purchased Assets means “Transferred Assets,” as defined in the TW Purchase Agreement (including, to the extent applicable, any modification thereto under Section 5.15 of the TW Purchase Agreement in the event the TW Expanded Transaction is consummated).

UCA Bank Claim means a Claim against a Debtor arising pursuant to the UCA Credit Agreement.

UCA Credit Agreement means that certain credit agreement dated May 6, 1999, between and among certain of the Debtors, certain of the Rigas Persons, Wachovia Bank, N.A., as administrative agent, and the financial institutions party thereto, as amended, modified, supplemented and restated, and all agreements, documents, indemnities and instruments executed in connection therewith.

UCA Debtor Group has the meaning set forth in Section 5.02 of this Plan.

UCA Debtors mean, collectively, the Debtors set forth on Schedule F hereto.

UCA Other Unsecured Claim means any General Unsecured Claim against any of the UCA Debtors.

UCA Other Unsecured Claims Distribution means the Allocable Portion of the UCA Other Unsecured Distribution Reserve.

UCA Other Unsecured Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class UCA-Uns and to reserve for Disputed Claims in such Class estimated to provide Payment in Full for all such Claims.

UCA Trade Claim means any Trade Claim arising against any of the UCA Debtors.

UCA Trade Distribution means the Allocable Portion of the UCA Trade Distribution Reserve allocable to Class UCA-Trade.

UCA Trade Distribution Reserve means a reserve of either (i) Cash or (ii) in the event there are one or more Non-Transferred MCE Systems, Plan Consideration (in either case in an amount to be initially established by the Estimation Order and adjusted pursuant to Article IX hereof), established to pay Allowed Claims in Class UCA-Trade and to reserve for Disputed Claims in such Classes estimated to provide Payment in Full for all such Claims.

Voting Deadline means the date specified in the Disclosure Statement, the ballots, or related solicitation documents approved by the Bankruptcy Court as the last date for Holders of impaired Claims or Equity Interests to submit their ballots with respect to this Plan.

X-Clause CVV Sharing Percentage means the percentage of the distribution otherwise payable to CVV Series A-1c Interests being instead paid over to the CVV Series A-1b Interests. Absent an Order of the Bankruptcy Court on or before the Confirmation Date to the contrary, this percentage shall be 100%.

X-Clause Dispute means any Claims and Causes of Action relating to the Subordination Provisions and, among other things, (a) the X-Clause Sharing Percentage and (b) the X-Clause CVV Sharing Percentage.

X-Clause Sharing Percentage means the percentage of the distribution otherwise payable in respect of Allowed Claims in Class ACC-SubNotes to be distributed in respect of Allowed Claims in Class ACC-SnrNotes. Absent a contrary Order of the Bankruptcy Court on or before the Confirmation Date, this percentage shall be 100%.

1.02. Interpretation; Application of Definitions and Rules of Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine and neuter. Unless otherwise specified, all section, article, schedule, or exhibit references in this Plan are to the respective Section in, Article of, Schedule to, or Exhibit to, this Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. Unless the context otherwise requires, in this Plan: (a) “including” means “including but not limited to”; and (b) “or” is disjunctive but not exclusive. Except for the rules contained in section 102(5) and 102(8) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. A term used herein that is not defined herein, but that

is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of this Plan. Notwithstanding anything to the contrary herein, no provision of the Plan or the Plan Documents shall (i) constitute a consent or waiver by any Buyer or any Debtor or any of their respective Affiliates under any of the Sale Transaction Documents, (ii) amend, expand, limit, abrogate or otherwise modify the rights, benefits or obligations of any Buyer or any Debtor or any of their respective Affiliates under any of the Sale Transaction Documents or (iii) entitle any Person (other than the parties thereto) to any rights under the Sale Transaction Documents.

ARTICLE II.

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

2.01. Administrative Expense Claims. Other than with respect to Administrative Expense Claims that constitute Assumed Sale Liabilities:

(a) Except to the extent that any entity entitled to payment of any Allowed Administrative Expense Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on the later of the Effective Date and the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable; *provided, however*, that (i) Administrative Expense Claims that are Assumed Sale Liabilities shall be Assumed and satisfied in accordance with the applicable Purchase Agreement and (ii) Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors in Possession, or non-ordinary course liabilities approved by the Bankruptcy Court, shall be paid in full and performed by the Reorganized Debtors (or the Distribution Company, as applicable) in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

(b) PROOFS OF ADMINISTRATIVE EXPENSE CLAIMS AND REQUESTS FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS MUST BE FILED AND SERVED PURSUANT TO THE PROCEDURES SET FORTH IN THE CONFIRMATION ORDER OR NOTICE OF ENTRY OF CONFIRMATION ORDER, NO LATER THAN FORTY-FIVE DAYS AFTER THE EFFECTIVE DATE. Notwithstanding anything to the contrary herein, no proof of Administrative Expense Claim or application for payment of an Administrative Expense Claim need be filed for the allowance of any: (i) expense or liability incurred in the ordinary course of the Reorganized Debtors' businesses on or after the Effective Date; (ii) Administrative Expense Claim held by a trade vendor, which administrative liability was incurred in the ordinary course of business of the Debtor and such creditor after the Commencement Date; (iii) Claims of the Buyers under the Purchase Agreements; (iv) expenses, liabilities or obligations of the type described in Section 10.04 hereof; (v) Fee Claims; (vi) DIP

Lender Claims; or (vii) fees of the United States Trustee arising under 28 U.S.C. § 1930; *provided, however* that Retained Claims shall not be included in the Claims described in the foregoing clause (iii), and nothing in this Section 2.01(b) shall excuse any holder of a Retained Claim from any requirement to file a proof of Claim or proof of Administrative Expense Claim with respect thereto, as the case may be. All Claims described in clauses (i), (ii), (iii) and (iv) of the immediately preceding sentence shall be paid by the Reorganized Debtors or the Distribution Company, as applicable, in the ordinary course of business or pursuant to the applicable Purchase Agreement, as the case may be. DIP Lender Claims shall be paid in accordance with Section 2.04 hereof. Fee Claims shall be paid in accordance with Section 2.02 hereof. Fees of the United States Trustee arising under 28 U.S.C. § 1930 shall be paid in accordance with Section 15.04 hereof. Any Person that fails to timely file a proof of Administrative Expense Claim or request for payment as required by this Section 2.01(b) shall be forever barred from asserting such Administrative Expense Claim against any of the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Administrative Expense Claim.

2.02. Fee Claims. All entities seeking an award by the Bankruptcy Court of Fee Claims shall (i) file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date that is ninety (90) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court upon request of the Debtors or the Statutory Committees and (ii) if granted such an award by the Bankruptcy Court, be paid in full in Cash in such amounts as are Allowed by the Bankruptcy Court (A) on the date such Fee Claim becomes an Allowed Fee Claim, or as soon thereafter as is practicable or (B) upon such other terms as may be mutually agreed upon between such holder of a Fee Claim and the Plan Administrator; *provided, however*, that no ordinary course professional retained pursuant to an order of the Bankruptcy Court shall be required to file any fee application unless required to do so pursuant to such order.

2.03. Priority Tax Claims. Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive Cash in an amount equal to such Allowed Priority Tax Claim (including interest, if any, accrued pursuant to Section 8.14 hereof) on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable.

2.04. DIP Lender Claims. All DIP Lender Claims shall be Allowed as provided in the DIP Order. On the Effective Date, each DIP Lender Claim shall be paid in full and complete satisfaction of such Claim in Cash in the amount of such Allowed DIP Lender Claim. Notwithstanding anything otherwise to the contrary, any DIP Lender Claims that do not arise until after the Effective Date shall be paid in full by the Reorganized Debtors pursuant to the terms of the DIP Facility. Without limiting the foregoing, once payments to be made on the Effective Date have been made, the DIP Facility and any agreements or instruments related thereto shall be deemed terminated (subject in all respects to the provisions of the DIP Facility that by their terms survive the termination thereof), all Liens on property of the Debtors or the Reorganized Debtors or the Transferred Joint Venture Entities with respect to the DIP Lender

Claims shall be deemed released pursuant to Section 12.12(a) hereof, and the DIP Lenders shall take all reasonable actions to confirm the removal of any Liens on the properties and assets of the Debtors and their affiliates and their successors. On the Effective Date, any outstanding letters of credit issued under the DIP Facility shall be treated in accordance with the terms of the DIP Facility. Distributions to holders of Allowed DIP Lender Claims shall be made in accordance with Section 8.10 hereof.

ARTICLE III.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims (other than Administrative Expense Claims, Fee Claims, Priority Tax Claims, and DIP Lender Claims) and Equity Interests are classified for all purposes, including for purposes of voting, confirmation, and distribution pursuant to the Plan, as set forth in the below table.

As illustrated by the below table and as more fully set forth in Sections 5.01 and 5.02 below, this Plan is predicated on the substantive consolidation of the Debtors into eighteen Debtor Groups for purposes of voting, confirmation and distribution pursuant to this Plan.

Class	Designation of Claims or Equity Interests Comprising the Class	Impairment	Entitled to Vote
<i>All Debtor Groups</i>			
1	Other Priority Claims	Unimpaired	No (Conclusively Presumed to Accept)
2	Secured Tax Claims	Unimpaired	No (Conclusively Presumed to Accept)
3	Other Secured Claims	Unimpaired	No (Conclusively Presumed to Accept)
<i>FrontierVision Debtor Group</i>			
FV-Bank	FrontierVision Bank Claims	Impaired*	Yes*
FV-Notes	FrontierVision Notes Claims	Impaired*	Yes*
FV-Trade	FrontierVision Trade Claims	Impaired*	Yes*
FV-Uns	FrontierVision Other Unsecured Claims	Impaired*	Yes*
FV-ESL	FrontierVision Existing Securities Law Claims	Impaired*	Yes*
<i>FrontierVision Holdco Debtor Group</i>			
FVHC-Notes	FrontierVision Holdco Notes Claims	Impaired	Yes
FVHC-Trade	FrontierVision Holdco Trade Claims	Impaired	Yes
FVHC-Uns	FrontierVision Holdco Other Unsecured Claims	Impaired	Yes
FVHC-ESL	FrontierVision Holdco Existing Securities Law Claims	Impaired	Yes
FVHC-Conv	FrontierVision Holdco Convenience Claims	Impaired	Yes
<i>Parnassos Debtor Group</i>			
P-Bank	Parnassos Bank Claims	Impaired*	Yes*
P-Trade	Parnassos Trade Claims	Impaired*	Yes*
P-Uns	Parnassos Other Unsecured Claims	Impaired*	Yes*
P-Equity	Equity Interests in Parnassos Debtors	Unimpaired	No (Conclusively Presumed to Accept)

Class	Designation of Claims or Equity Interests Comprising the Class	Impairment	Entitled to Vote
<i>Century-TCI Debtor Group</i>			
TCI-Bank	Century-TCI Bank Claims	Impaired*	Yes*
TCI-Trade	Century-TCI Trade Claims	Impaired*	Yes*
TCI-Uns	Century-TCI Other Unsecured Claims	Impaired*	Yes*
TCI-Equity	Equity Interests in Century-TCI Debtors	Unimpaired	No (Conclusively Presumed to Accept)
<i>Century Debtor Group</i>			
Century-Bank	Century Bank Claims	Impaired*	Yes*
Century-Trade	Century Trade Claims	Impaired*	Yes*
Century-Uns	Century Other Unsecured Claims	Impaired*	Yes*
<i>CCHC Debtor Group</i>			
CCHC-Trade	CCHC Trade Claims	Impaired*	Yes*
CCHC-Uns	CCHC Other Unsecured Claims	Impaired*	Yes*
<i>CCC Debtor Group</i>			
CCC-Trade	CCC Trade Claims	Impaired*	Yes*
CCC-Uns	CCC Other Unsecured Claims	Impaired*	Yes*
<i>Ft. Myers Debtor Group</i>			
FtM-FPL	FPL Note Claim	Impaired*	Yes*
FtM-Trade	Ft. Myers Trade Claims	Impaired	Yes
FtM-Uns	Ft. Myers Other Unsecured Claims	Impaired	Yes
<i>Arahova Debtor Group</i>			
ARA-Notes	Arahova Notes Claims	Impaired	Yes
ARA-Trade	Arahova Trade Claims	Impaired	Yes
ARA-Uns	Arahova Other Unsecured Claims	Impaired	Yes
ARA-ESL	Arahova Existing Securities Law Claims	Impaired	Yes
ARA-Conv	Arahova Convenience Claims	Impaired	Yes
<i>Olympus Debtor Group</i>			
OLY-Bank	Olympus Bank Claims	Impaired*	Yes*
OLY-Trade	Olympus Trade Claims	Impaired*	Yes*
OLY-Uns	Olympus Other Unsecured Claims	Impaired*	Yes*
<i>UCA Debtor Group</i>			
UCA-Bank	UCA Bank Claims	Impaired*	Yes*
UCA-Trade	UCA Trade Claims	Impaired*	Yes*
UCA-Uns	UCA Other Unsecured Claims	Impaired*	Yes*
<i>Olympus Parent Debtor Group</i>			
OLYParent-Notes	Olympus Parent Notes Claims	Impaired*	Yes*
OLYParent-Trade	Olympus Parent Trade Claims	Impaired*	Yes*
OLYParent-Uns	Olympus Parent Other Unsecured Claims	Impaired*	Yes*
OLYParent-ESL	Olympus Parent Existing Securities Law Claims	Impaired*	Yes*

Class	Designation of Claims or Equity Interests Comprising the Class	Impairment	Entitled to Vote
<i>Rigas/Century Co-Borrowing Debtor Group</i>			
RCentCB-Cont	Rigas/Century Contrib/Subrog Claims	Unimpaired	No (Conclusively Presumed to Accept)
RCentCB -Trade	Rigas/Century Trade Claims	Impaired*	Yes*
RCentCB-Uns	Rigas/Century Other Unsecured Claims	Impaired*	Yes*
<i>Rigas/Olympus Co-Borrowing Debtor Group</i>			
ROlyCB-Cont	Rigas/Olympus Contrib/Subrog Claims	Unimpaired	No (Conclusively Presumed to Accept)
ROlyCB -Trade	Rigas/Olympus Trade Claims	Impaired*	Yes*
ROlyCB-Uns	Rigas/Olympus Other Unsecured Claims	Impaired*	Yes*
<i>Rigas/UCA Co-Borrowing Debtor Group</i>			
RUCACB-Cont	Rigas/UCA Contrib/Subrog Claims	Unimpaired	No (Conclusively Presumed to Accept)
RUCACB -Trade	Rigas/UCA Trade Claims	Impaired*	Yes*
RUCACB-Uns	Rigas/UCA Other Unsecured Claims	Impaired*	Yes*
<i>Funding Company</i>			
Fundco	Funding Company Claims	Impaired*	Yes*
GSETL	Government Claims	Unimpaired	No
<i>ACC Ops Debtor Group</i>			
OPS-Trade	ACC Ops Trade Claims	Impaired*	Yes*
OPS-Uns	ACC Ops Other Unsecured Claims	Impaired*	Yes*
<i>Holding Company Debtor Group</i>			
ACC-Trade	ACC Trade Claims	Impaired	Yes
ACC-Uns	ACC Other Unsecured Claims	Impaired	Yes
ACC-SnrNotes	ACC Senior Notes Claims	Impaired	Yes
ACC-SubNotes	ACC Subordinated Notes Claims	Impaired	Yes
ACC-ESL Snr	ACC Senior Notes Existing Securities Law Claims	Impaired	Yes
ACC-ESL Sub	ACC Subordinated Notes Existing Securities Law Claims	Impaired	Yes
ACC-BPfd	ACC Series B Preferred Stock Interests	Impaired	Yes
ACC-BESL	ACC Series B Preferred Stock Existing Securities Law Claims	Impaired	Yes
ACC-DPfd	ACC Series D Preferred Stock Interests	Impaired	Yes
ACC-DESL	ACC Series D Preferred Stock Existing Securities Law Claims	Impaired	Yes
ACC-EFPfd	ACC Series E and F Preferred Stock Interests	Impaired	Yes
ACC-EFESL	ACC Series E and F Preferred Stock Existing Securities Law Claims	Impaired	Yes
ACC-CSESL	ACC Common Stock Existing Securities Law Claims	Impaired	Yes

<u>Class</u>	<u>Designation of Claims or Equity Interests Comprising the Class</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
ACC-CS	ACC Common Stock Interests	Impaired	Yes
ACC-Conv	ACC Convenience Claims	Impaired	Yes
<i>Intercompany Claims</i>			
InterCo	Intercompany Claims	Impaired	No

* The Debtors reserve the right to classify and seek an order of the Bankruptcy Court designating these Claims and/or Equity Interests (as applicable) as unimpaired and not entitled to vote, and any impairment designation contained herein shall have no probative value with respect to any request for such a classification order.

ARTICLE IV.

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.01. Class 1—Other Priority Claims.

(a) Impairment and Voting. Class 1 is unimpaired by the Plan. Each holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Each holder of an Allowed Other Priority Claim shall receive on the later of the Effective Date and the date such Allowed Other Priority Claim becomes an Allowed Other Priority Claim, or as soon thereafter as is practicable, in full and complete satisfaction of such Allowed Claim, Cash in an amount equal to such Allowed Other Priority Claim (including interest accrued pursuant to Section 8.14 hereof).

4.02. Class 2—Secured Tax Claims.

(a) Impairment and Voting. Class 2 is unimpaired by the Plan. Each holder of an Allowed Secured Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Treatment of Liens. All Liens on property of the Debtors or the Reorganized Debtors or the Transferred Joint Venture Entities with respect to the Secured Tax Claims shall be deemed released pursuant to Section 12.12(a) hereof.

(c) Distributions/Reinstatement of Claims. Except to the extent that a holder of an Allowed Secured Tax Claim agrees to a different treatment, at the sole option of the Plan Administrator (but consistent with the obligations of ACC under the Purchase Agreements), each holder of an Allowed Secured Tax Claim shall receive, on or as soon as reasonably practicable after the later of the Effective Date and the date that is 30 calendar days after a Secured Tax Claim becomes Allowed, one of the following in full and complete satisfaction of such Allowed Secured Tax Claim: (x) Cash in an amount equal to 100% of the unpaid amount of such Claim, plus interest to the Effective Date at the applicable statutory rate to the extent allowable under the Bankruptcy Code; (y) the

proceeds of the sale or disposition of the Collateral securing such Claim to the extent of the value of the holder's secured interest in such Claim; or (z) such other distribution as necessary to satisfy the requirements of the Bankruptcy Code.

(d) Separate Subclasses. Unless otherwise ordered by the Bankruptcy Court, each Allowed Secured Tax Claim in Class 2 shall be considered to be a separate subclass within Class 2, included in the Debtor Group in which the Collateral securing such Claim is held, and each such subclass shall be deemed to be a separate Class for purposes of this Plan.

4.03. Class 3—Other Secured Claims.

(a) Impairment and Voting. Class 3 is unimpaired by the Plan. Each holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions/Reinstatement of Claims. Except to the extent that a holder of an Allowed Other Secured Claim agrees to a different treatment, at the sole option of the Plan Administrator (but consistent with the obligations of ACC under the Purchase Agreements), each holder of an Allowed Other Secured Claim shall receive, on or as soon as reasonably practicable after the later of the Effective Date and the date that is 30 calendar days after an Other Secured Claim becomes Allowed, one of the following in full and complete satisfaction of such Allowed Other Secured Claim:

(i) if the Claim is not an Assumed Sale Liability: (x) Cash in an amount equal to 100% of the unpaid amount of such Claim, plus interest to the Effective Date at a rate determined pursuant to the second sentence of Section 8.14 hereof; (y) the proceeds of the sale or disposition of the Collateral securing such Claim to the extent of the value of the holder's secured interest in such Claim; or (z) such other distribution as necessary to satisfy the requirements of the Bankruptcy Code; or

(ii) to the extent such Allowed Other Secured Claim is an Assumed Sale Liability, the Assumption and satisfaction of such Claim in accordance with the applicable Purchase Agreement.

(c) Defenses/Treatment of Liens. The Debtors' failure to object to any Other Secured Claim during the pendency of the Chapter 11 Cases shall not prejudice, diminish, affect or impair the Reorganized Debtors' right to contest or defend against such Other Secured Claim in any lawful manner or forum when and if such Claim is sought to be enforced by the Holder thereof. Each Other Secured Claim and all Liens lawfully granted or existing on any property of the Debtors on the Commencement Date as security for an Other Secured Claim shall (i) to the extent the Collateral securing such Allowed Other Secured Claim is a Purchased Asset, be released on the Effective Date in accordance with Section 12.12(a) hereof and (ii) to the extent the Collateral securing such Allowed Other Secured Claim is an Excluded Asset, until the Allowed amount of such Claim is satisfied pursuant to Section 4.03(b), subject to Section 12.12(a) hereof, survive

the confirmation and consummation of this Plan and the Debtors' discharge under section 1141(d) of the Bankruptcy Code and Section 12.04 of this Plan, and remain subject to avoidance by the Reorganized Debtors under the Bankruptcy Code.

(d) Separate Subclasses. Unless otherwise ordered by the Bankruptcy Court, each Allowed Other Secured Claim in Class 3 shall be considered to be a separate subclass within Class 3, included in the Debtor Group in which the Collateral securing such Claim is held, and each such subclass shall be deemed to be a separate Class for purposes of this Plan.

FrontierVision Debtor Group

4.04. Class FV-Bank—FrontierVision Bank Claims.

(a) Impairment and Voting. Class FV-Bank is impaired by the Plan, and each holder of an Allowed FrontierVision Bank Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The FrontierVision Bank Claims shall, subject to Section 6.04(c) hereof, be Allowed in the principal amount of \$617,312,500, plus interest accrued to (but no including) the Effective Date, which interest shall be deemed paid in full (for all purposes other than asserting Defensive Claims) to the extent the Debtors continue to make payments at the interest rates paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order.

(c) Distributions.

(i) Subject to Section 6.16 of this Plan, on the later of (x) the Effective Date and (y) compliance with the requirements of such Section 6.16, each holder of an Allowed FrontierVision Bank Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the FrontierVision Bank Claims.

(ii) On the Effective Date, the Debtors shall establish a reserve, in Cash, equal to the Allowed amount of FrontierVision Bank Claims, less all distributions to be made on the Effective Date to the holders of FrontierVision Bank Claims. Upon the earlier of (x) such date as a holder of FrontierVision Bank Claims is entitled to a distribution pursuant to clause (i)(y) above, or (y) such holder becomes a Released Bank Lender Defendant, then such holder shall receive from such reserve, in full and complete satisfaction of its Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the FrontierVision Bank Claims, plus the net after-tax interest earned on such reserve, if any.

(d) Additional Treatment.

(i) All Bank Lender Fee Claims and all Bank Lender Post-Effective Date Fee Claims arising out of or with respect to the FrontierVision Credit Agreement shall be paid as provided in Section 6.08 hereof.

(ii) All FrontierVision Bank Claims not paid or provided for pursuant to clause (b), (c) or (d)(i) above, including all unpaid interest, fees, costs, expenses and other charges provided for under the FrontierVision Credit Agreement and applicable law, shall only be permitted to be asserted as Bank Counterclaims and Defensive Claims and shall not give rise to any additional distributions under this Plan.

4.05. Class FV-Notes—FrontierVision Notes Claims.

(a) Impairment and Voting. Class FV-Notes is impaired by the Plan. Each holder of an Allowed FrontierVision Notes Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The FrontierVision Notes Claims shall be deemed Allowed Claims in the aggregate amount of (i) \$204,277,778, of which \$200,000,000 represents principal and \$4,277,778 represents interest accrued through the Commencement Date, plus (ii) interest, if any, accrued pursuant to Section 8.14.

(c) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FrontierVision Notes Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the FrontierVision Notes Distribution, subject to Section 8.07(c), to the extent not previously paid.

4.06. Class FV-Trade—FrontierVision Trade Claims.

(a) Impairment and Voting. Class FV-Trade is impaired by the Plan. Each holder of an Allowed FrontierVision Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FrontierVision Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the FrontierVision Trade Claims Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.07. Class FV-Uns—FrontierVision Other Unsecured Claims.

(a) Impairment and Voting. Class FV-Uns is impaired by the Plan. Each holder of an Allowed FrontierVision Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed FrontierVision Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FrontierVision Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the FrontierVision Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed FrontierVision Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed FrontierVision Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.08. Class FV-ESL—FrontierVision Existing Securities Law Claims.

(a) Impairment and Voting. Class FV-ESL is impaired by the Plan. Each holder of an Allowed FrontierVision Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FrontierVision Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the FrontierVision Existing Securities Law Claim Distribution.

FrontierVision Holdco Debtor Group

4.09. Class FVHC-Notes—FrontierVision Holdco Notes Claims.

(a) Impairment and Voting. Class FVHC-Notes is impaired by the Plan. Each holder of an Allowed FrontierVision Holdco Notes Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The FrontierVision Holdco Notes Claims shall be deemed Allowed Claims in the aggregate amount of (i) \$339,499,149, of which \$328,658,000 represents principal and \$10,841,149 represents interest accrued through the Commencement Date, plus (ii) interest, if any, accrued pursuant to Section 8.14.

(c) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an

Allowed FrontierVision Holdco Notes Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the FrontierVision Holdco Notes Distribution, subject to Section 8.07(c), to the extent not previously paid.

4.10. Class FVHC-Trade—FrontierVision Holdco Trade Claims.

(a) Impairment and Voting. Class FVHC-Trade is impaired by the Plan. Each holder of an Allowed FrontierVision Holdco Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FrontierVision Holdco Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the FrontierVision Holdco Trade Claims Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.11. Class FVHC-Uns—FrontierVision Holdco Other Unsecured Claims.

(a) Impairment and Voting. Class FVHC-Uns is impaired by the Plan. Each holder of an Allowed FrontierVision Holdco Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed FrontierVision Holdco Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FrontierVision Holdco Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the FrontierVision Holdco Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed FrontierVision Holdco Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed FrontierVision Holdco Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.12. Class FVHC-ESL—FrontierVision Holdco Existing Securities Law Claims.

(a) Impairment and Voting. Class FVHC-ESL is impaired by the Plan. Each holder of an Allowed FrontierVision Holdco Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an

Allowed FrontierVision Holdco Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the FrontierVision Holdco Existing Securities Law Claim Distribution.

4.13. Class FVHC-Conv—FrontierVision Holdco Convenience Claims.

(a) Impairment and Voting. Class FVHC-Conv is impaired by the Plan. Each holder of an Allowed FrontierVision Holdco Convenience Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Each holder of an Allowed FrontierVision Holdco Convenience Claim shall receive, in full and complete satisfaction of such Allowed Claim, Cash in an amount equal to 95% of the Deemed Value that such holder would have received if the Claim had remained in the Class to which it otherwise belongs; *provided, however*, that if (i) the holders of Allowed FrontierVision Holdco Convenience Claims do not accept the Plan by the requisite majorities set forth in section 1126(c) of the Bankruptcy Code or (ii) the holders of Claims which are deemed to be Allowed FrontierVision Holdco Convenience Claims would receive a greater amount of Plan Consideration consisting of Cash if they were treated as holders of Claims in the Class to which they would otherwise belong, then the holders of Allowed FrontierVision Holdco Convenience Claims shall be treated as holders of Claims in the Class to which they would otherwise belong; *provided further, however*, that in such event any election by a holder of an Allowed FrontierVision Holdco Convenience Claim to reduce the amount of its Allowed Claim to ten thousand dollars (\$10,000) shall be null and void.

Parnassos Debtor Group

4.14. Class P-Bank—Parnassos Bank Claims.

(a) Impairment and Voting. Class P-Bank is impaired by the Plan, and each holder of an Allowed Parnassos Bank Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The Parnassos Bank Claims shall, subject to Section 6.04(c) hereof, be Allowed in the amount of \$623,000,000 plus interest accrued to (but not including) the Effective Date, which interest shall be deemed paid in full (for all purposes other than asserting Defensive Claims) to the extent the Debtors continue to make payments at the interest rates paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order.

(c) Distributions.

(i) Subject to Section 6.16 of this Plan, on the later of (x) the Effective Date and (y) compliance with the requirements of such Section 6.16, each holder of an Allowed Parnassos Bank Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Parnassos Bank Claims.

(ii) On the Effective Date, the Debtors shall establish a reserve, in Cash, equal to the Allowed amount of Parnassos Bank Claims, less all distributions to be made on the Effective Date to the holders of Parnassos Bank Claims. Upon the earlier of (x) such date as a holder of Parnassos Bank Claims is entitled to a distribution pursuant to clause (i)(y) above, or (y) such holder becomes a Released Bank Lender Defendant, then such holder shall receive from such reserve, in full and complete satisfaction of its Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Parnassos Bank Claims, plus the net after-tax interest earned on such reserve, if any.

(d) Additional Treatment.

(i) All Bank Lender Fee Claims and all Bank Lender Post-Effective Date Fee Claims arising out of or with respect to the Parnassos Credit Agreement shall be paid as provided in Section 6.08 hereof.

(ii) All Parnassos Bank Claims not paid or provided for pursuant to clause (b), (c) or (d)(i) above, including all unpaid interest, fees, costs, expenses and other charges provided for under the Parnassos Credit Agreement and applicable law, shall only be permitted to be asserted as Bank Counterclaims and Defensive Claims and shall not give rise to any additional distributions under this Plan.

4.15. Class P-Trade—Parnassos Trade Claims.

(a) Impairment and Voting. Class P-Trade is impaired by the Plan. Each holder of an Allowed Parnassos Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Parnassos Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Parnassos Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.16. Class P-Uns—Parnassos Other Unsecured Claims.

(a) Impairment and Voting. Class P-Uns is impaired by the Plan. Each holder of an Allowed Parnassos Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Parnassos Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Parnassos Other Unsecured Claim shall receive, in full and complete

satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Parnassos Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Parnassos Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not a Purchased Asset and (ii) have an Allowed Parnassos Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.17. Class P-Equity—Equity Interests in Parnassos Debtors.

(a) Impairment and Voting. Class P-Equity is unimpaired by the Plan. Each holder of an Allowed Equity Interest in a Parnassos Debtor is conclusively presumed to have accepted the Plan.

(b) Distributions. The legal, equitable and contractual rights to which holders of Equity Interests in the Parnassos Debtors are entitled shall not be altered by the Plan. On the Effective Date, (i) all of the equity securities of Empire Sports Network held by the Parnassos Joint Venture or its Subsidiaries shall be transferred to the Parnassos Distribution Companies in accordance with the Comcast Purchase Agreement or, if applicable, the Expanded Transaction Letter Agreement and (ii) either (A) in the event the Debtors consummate the Closing (as defined in the Comcast Purchase Agreement), the Parnassos JV Equity Interests held by the Debtors or the Reorganized Debtors shall be transferred to Comcast, and the Equity Interests in any Transferred Joint Venture Entity held by any Transferred Joint Venture Entity shall be retained by such latter Transferred Joint Venture Entity, in each case free and clear of all Encumbrances (other than Encumbrances under the JV Documents) as provided in the Comcast Purchase Agreement, or (B) in the event the Debtors consummate the Closing (as defined in the TW Purchase Agreement) of the TW Expanded Transaction, the Parnassos JV Equity Interests held by the Debtors or the Reorganized Debtors shall be transferred to TW NY, and the Equity Interests in any Transferred Joint Venture Entity held by any Transferred Joint Venture Entity shall be retained by such latter Transferred Joint Venture Entity, in each case free and clear of all Encumbrances (other than Encumbrances under the JV Documents) in accordance with the TW Purchase Agreement and the Expanded Transaction Letter Agreement. The Parnassos JV Equity Interests held by TCI Adelphia Holdings, LLC shall be retained by TCI Adelphia Holdings, LLC in accordance with the Comcast Purchase Agreement or, if applicable, the TW Purchase Agreement and the Expanded Transaction Letter Agreement. Equity Interests in Parnassos Debtors shall be treated in accordance with this Section 4.17(b) and shall not be entitled to receive any other distribution under this Plan except as provided in the first sentence of Section 6.02(h) hereof; *provided, however*, that nothing herein shall limit or impair any rights in respect of Retained Claims, as and to the extent Allowed.

Notwithstanding anything to the contrary herein, nothing contained herein shall abrogate any liabilities or obligations expressly assumed by the Buyers in connection with the Government Settlement Agreements.

Century-TCI Debtor Group

4.18. Class TCI-Bank—Century-TCI Bank Claims.

(a) Impairment and Voting. Class TCI-Bank is impaired by the Plan, and each holder of an Allowed Century-TCI Bank Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The Century-TCI Bank Claims shall, subject to Section 6.04(c) hereof, be Allowed, in the amount of \$1,000,000,000 plus interest accrued to (but not including) the Effective Date, which interest shall be deemed paid in full (for all purposes other than asserting Defensive Claims) to the extent the Debtors continue to make payments at the interest rates paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order.

(c) Distributions.

(i) Subject to Section 6.16 of this Plan, on the later of (x) the Effective Date and (y) compliance with the requirements of such Section 6.16, each holder of an Allowed Century-TCI Bank Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Century-TCI Bank Claims.

(ii) On the Effective Date, the Debtors shall establish a reserve, in Cash, equal to the Allowed amount of Century-TCI Bank Claims, less all distributions to be made on the Effective Date to the holders of Century-TCI Bank Claims. Upon the earlier of (x) such date as a holder of Century-TCI Bank Claims is entitled to a distribution pursuant to clause (i)(y) above, or (y) such holder becomes a Released Bank Lender Defendant, then such holder shall receive from such reserve, in full and complete satisfaction of its Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Century-TCI Bank Claims, plus the net after-tax interest earned on such reserve, if any.

(d) Additional Treatment.

(i) All Bank Lender Fee Claims and all Bank Lender Post-Effective Date Fee Claims arising out of or with respect to the Century-TCI Credit Agreement shall be paid as provided in Section 6.08 hereof.

(ii) All Century-TCI Bank Claims not paid or provided for pursuant to clause (b), (c) or (d)(i) above, including all unpaid interest, fees, costs, expenses and other charges provided for under the Century-TCI Credit Agreement and applicable law, shall only be permitted to be asserted as Bank Counterclaims and

Defensive Claims and shall not give rise to any additional distributions under this Plan.

4.19. Class TCI-Trade—Century-TCI Trade Claims.

(a) Impairment and Voting. Class TCI-Trade is impaired by the Plan. Each holder of an Allowed Century-TCI Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Century-TCI Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Century-TCI Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.20. Class TCI-Uns—Century-TCI Other Unsecured Claims.

(a) Impairment and Voting. Class TCI-Uns is impaired by the Plan. Each holder of an Allowed Century-TCI Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Century-TCI Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Century-TCI Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Century-TCI Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Century-TCI Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Century-TCI Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.21. Class TCI-Equity—Equity Interests in Century-TCI Debtors.

(a) Impairment and Voting. Class TCI-Equity is unimpaired by the Plan. Each holder of an Allowed Equity Interest in a Century-TCI Debtor is conclusively presumed to have accepted the Plan.

(b) Distributions. The legal, equitable and contractual rights to which holders of the Equity Interests in Century-TCI Debtors are entitled shall not be altered by the Plan. On the Effective Date, either (i) in the event the Debtors or the Reorganized

Debtors consummate the Closing (as defined in the Comcast Purchase Agreement), the Century-TCI JV Equity Interests held by the Debtors or the Reorganized Debtors shall be transferred to Comcast, and the Equity Interests in any Transferred Joint Venture Entity held by any Transferred Joint Venture Entity shall be retained by such latter Transferred Joint Venture Entity, in each case free and clear of all Encumbrances (other than Encumbrances under the JV Documents) as provided in the Comcast Purchase Agreement, or (ii) in the event the Debtors or the Reorganized Debtors consummate the Closing (as defined in the TW Purchase Agreement) of the TW Expanded Transaction, the Century-TCI JV Equity Interests held by the Debtors or the Reorganized Debtors shall be transferred to TW NY, and the Equity Interests in any Transferred Joint Venture Entity held by any Transferred Joint Venture Entity shall be retained by such latter Transferred Joint Venture Entity, in each case free and clear of all Encumbrances (other than Encumbrances under the JV Documents), in accordance with the TW Purchase Agreement and the Expanded Transaction Letter Agreement. The Century-TCI JV Equity Interests held by TCI California Holdings LLC shall be retained by TCI California Holdings, LLC in accordance with the Comcast Purchase Agreement or, if applicable, the TW Purchase Agreement and the Expanded Transaction Letter Agreement. Equity Interests in Century-TCI Debtors shall be treated in accordance with this Section 4.21(b) and shall not be entitled to receive any other distribution under this Plan except as provided in the first sentence of Section 6.02(h) hereof; *provided, however*, that nothing herein shall limit or impair any rights in respect of Retained Claims, as and to the extent Allowed.

Notwithstanding anything to the contrary herein, nothing contained herein shall abrogate any liabilities or obligations expressly assumed by the Buyers in connection with the Government Settlement Agreements.

Century Debtor Group

4.22. Class Century-Bank—Century Bank Claims.

(a) Impairment and Voting. Class Century-Bank is impaired by the Plan, and each holder of an Allowed Century Bank Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The Century Bank Claims shall, subject to Section 6.04(c) hereof, be Allowed in the principal amount of \$2,480,000,000 plus interest accrued to (but not including) the Effective Date, which interest shall be deemed paid in full (for all purposes other than asserting Defensive Claims) to the extent the Debtors continue to make payments at the interest rates paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order.

(c) Distributions.

(i) Subject to Section 6.16 of this Plan, on the later of (x) the Effective Date and (y) compliance with the requirements of such Section 6.16, each holder of an Allowed Century Bank Claim shall receive, in full and complete satisfaction

of such Allowed Claim, its Pro Rata Share of an amount in cash equal to the Allowed Amount of the Century Bank Claims.

(ii) On the Effective Date, the Debtors shall establish a reserve, in Cash, equal to the Allowed amount of Century Bank Claims, less all distributions to be made on the Effective Date to the holders of Century Bank Claims. Upon the earlier of (x) such date as a holder of Century Bank Claims is entitled to a distribution pursuant to clause (i)(y) above, or (y) such holder becomes a Released Bank Lender Defendant, then such holder shall receive from such reserve, in full and complete satisfaction of its Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Century Bank Claims, plus the net after-tax interest earned on such reserve, if any.

(d) Additional Treatment.

(i) All Bank Lender Fee Claims and all Bank Lender Post-Effective Date Fee Claims arising out of or with respect to the Century Credit Agreement shall be paid as provided in Section 6.08 hereof.

(ii) All Century Bank Claims not paid or provided for pursuant to clause (b), (c) or (d)(i) above, including all unpaid interest, fees, costs, expenses and other charges provided for under the Century Credit Agreement and applicable law, shall only be permitted to be asserted as Bank Counterclaims and Defensive Claims and shall not give rise to any additional distributions under this Plan.

4.23. Class Century-Trade—Century Trade Claims.

(a) Impairment and Voting. Class Century-Trade is impaired by the Plan. Each holder of an Allowed Century Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Century Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Century Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.24. Class Century-Uns—Century Other Unsecured Claims.

(a) Impairment and Voting. Class Century-Uns is impaired by the Plan. Each holder of an Allowed Century Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Century Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Century Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Century Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Century Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Century Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

CCHC Debtor Group

4.25. Class CCHC-Trade—CCHC Trade Claims.

(a) Impairment and Voting. Class CCHC-Trade is impaired by the Plan. Each holder of an Allowed CCHC Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed CCHC Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the CCHC Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.26. Class CCHC-Uns—CCHC Other Unsecured Claims.

(a) Impairment and Voting. Class CCHC-Uns is impaired by the Plan. Each holder of an Allowed CCHC Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed CCHC Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed CCHC Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the CCHC Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of

an Allowed CCHC Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed CCHC Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

CCC Debtor Group

4.27. Class CCC-Trade—CCC Trade Claims.

(a) Impairment and Voting. Class CCC-Trade is impaired by the Plan. Each holder of an Allowed CCC Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed CCC Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the CCC Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.28. Class CCC-Uns—CCC Other Unsecured Claims.

(a) Impairment and Voting. Class CCC-Uns is impaired by the Plan. Each holder of an Allowed CCC Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed CCC Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed CCC Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the CCC Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed CCC Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed CCC Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Ft. Myers Debtor Group

4.29. Class FtM-FPL—FPL Note Claims.

(a) Impairment and Voting. Class FtM-FPL is impaired by the Plan. Each holder of an Allowed FPL Note Claim is entitled to vote to accept or reject the Plan.

(b) Fixing of the FPL Note Claim. The FPL Note Claims shall be fixed in the aggregate amount of (i) \$127,435,663, of which \$108,000,000 represents initial principal and \$19,435,663 represents additional amounts accrued through the Commencement Date plus (ii) interest, if any, accrued pursuant to Section 8.14.

(c) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed FPL Note Claim shall receive, in full and complete satisfaction of such Claim, its Pro Rata Share of the FPL Note Distribution, subject to Section 8.07(c), to the extent not previously paid.

4.30. Class FtM-Trade—Ft. Myers Trade Claims.

(a) Impairment and Voting. Class FtM-Trade is impaired by the Plan. Each holder of an Allowed Ft. Myers Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Ft. Myers Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Ft. Myers Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.31. Class FtM-Uns—Ft. Myers Other Unsecured Claims.

(a) Impairment and Voting. Class FtM-Uns is impaired by the Plan. Each holder of an Allowed Ft. Myers Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Ft. Myers Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Ft. Myers Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Ft. Myers Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Ft. Myers Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Ft. Myers Other Unsecured

Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Arahova Debtor Group

4.32. Class ARA-Notes—Arahova Notes Claims.

(a) Impairment and Voting. Class ARA-Notes is impaired by the Plan. Each holder of an Allowed Arahova Notes Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The Arahova Notes Claims shall be deemed Allowed Claims in the aggregate amount of (i) \$1,743,517,586, of which \$1,712,003,697 represents principal and \$31,513,889 represents interest accrued through the Commencement Date, plus (ii) interest, if any, accrued pursuant to Section 8.14. On or prior to the Confirmation Date, the Bankruptcy Court shall determine whether the Allowed Arahova Notes Claims include an additional \$48,708.76 in interest accrued through the Commencement Date, as asserted by the Indenture Trustee for the Arahova Notes.

(c) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Arahova Notes Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Arahova Notes Distribution, subject to Section 8.07(c), to the extent not previously paid.

4.33. Class ARA-Trade—Arahova Trade Claims.

(a) Impairment and Voting. Class ARA-Trade is impaired by the Plan. Each holder of an Allowed Arahova Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Arahova Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Arahova Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.34. Class ARA-Uns—Arahova Other Unsecured Claims.

(a) Impairment and Voting. Class ARA-Uns is impaired by the Plan. Each holder of an Allowed Arahova Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Arahova Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Arahova Other Unsecured Claim shall receive, in full and complete

satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Arahova Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Arahova Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Arahova Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.35. Class ARA-ESL—Arahova Existing Securities Law Claims.

(a) Impairment and Voting. Class ARA-ESL is impaired by the Plan. Each holder of an Allowed Arahova Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Arahova Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Arahova Existing Securities Law Claims Distribution.

4.36. Class ARA-Conv—Arahova Convenience Claims.

(a) Impairment and Voting. Class ARA-Conv is impaired by the Plan. Each holder of an Allowed Arahova Convenience Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Each holder of an Allowed Arahova Convenience Claim shall receive, in full and complete satisfaction of such Allowed Claim, Cash in an amount equal to 95% of the Deemed Value that such holder would have received if the Claim had remained in the Class to which it otherwise belongs; *provided, however*, that if (i) the holders of Allowed Arahova Convenience Claims do not accept the Plan by the requisite majorities set forth in section 1126(c) of the Bankruptcy Code or (ii) the holders of Claims which are deemed to be Allowed Arahova Convenience Claims would receive a greater amount of Plan Consideration consisting of Cash if they were treated as holders of Claims in the Class to which they would otherwise belong, then the holders of Allowed Arahova Convenience Claims shall be treated as holders of Claims in the Class to which they would otherwise belong; *provided further, however*, that in such event any election by a holder of an Allowed Arahova Convenience Claim to reduce the amount of its Allowed Claim to ten thousand dollars (\$10,000) shall be null and void.

Olympus Debtor Group

4.37. Class OLY-Bank—Olympus Bank Claims.

(a) Impairment and Voting. Class OLY-Bank is impaired by the Plan, and each holder of an Allowed Olympus Bank Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The Olympus Bank Claims shall, subject to Section 6.04(c) hereof, be Allowed in the principal amount of \$1,265,000,000 plus interest accrued to (but not including) the Effective Date, which interest shall be deemed paid in full (for all purposes other than asserting Defensive Claims) to the extent the Debtors continue to make payments at the interest rates paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order.

(c) Distributions.

(i) Subject to Section 6.16 of this Plan, on the later of (x) the Effective Date and (y) compliance with the requirements of such Section 6.16, each holder of an Allowed Olympus Bank Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Olympus Bank Claims.

(ii) On the Effective Date, the Debtors shall establish a reserve, in Cash, equal to the Allowed amount of Olympus Bank Claims, less all distributions to be made on the Effective Date to the holders of Olympus Bank Claims. Upon the earlier of (x) such date as a holder of Olympus Bank Claims is entitled to a distribution pursuant to clause (i)(y) above, or (y) such holder becomes a Released Bank Lender Defendant, then such holder shall receive from such reserve, in full and complete satisfaction of its Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the Olympus Bank Claims, plus the net after-tax interest earned on such reserve, if any.

(d) Additional Treatment.

(i) All Bank Lender Fee Claims and all Bank Lender Post-Effective Date Fee Claims arising out of or with respect to the Olympus Credit Agreement shall be paid as provided in Section 6.08 hereof.

(ii) All Olympus Bank Claims not paid or provided for pursuant to clause (b), (c) or (d)(i) above, including all unpaid interest, fees, costs, expenses and other charges provided for under the Olympus Credit Agreement and applicable law, shall only be permitted to be asserted as Bank Counterclaims and Defensive Claims and shall not give rise to any additional distributions under this Plan.

4.38. Class OLY-Trade—Olympus Trade Claims.

(a) Impairment and Voting. Class OLY-Trade is impaired by the Plan. Each holder of an Allowed Olympus Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Olympus Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Olympus Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.39. Class OLY-Uns—Olympus Other Unsecured Claims.

(a) Impairment and Voting. Class OLY-Uns is impaired by the Plan. Each holder of an Allowed Olympus Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Olympus Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Olympus Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Olympus Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Olympus Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Olympus Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

UCA Debtor Group

4.40. Class UCA-Bank—UCA Bank Claims.

(a) Impairment and Voting. Class UCA-Bank is impaired by the Plan, and each holder of an Allowed UCA Bank Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The UCA Bank Claims shall, subject to Section 6.04(c) hereof, be Allowed in the principal amount of \$831,375,000 plus interest accrued to (but not including) the Effective Date, which interest shall be deemed paid in full (for all purposes other than asserting Defensive Claims) to the extent the Debtors continue to

make payments at the interest rates paid by the Debtors during the Chapter 11 Cases under paragraph 11(c) of the DIP Order.

(c) Distributions.

(i) Subject to Section 6.16 of this Plan, on the later of (x) the Effective Date and (y) compliance with the requirements of such Section 6.16, each holder of an Allowed UCA Bank Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of an amount in cash equal to the Allowed Amount of the UCA Bank Claims.

(ii) On the Effective Date, the Debtors shall establish a reserve, in Cash, equal to the Allowed amount of UCA Bank Claims, less all distributions to be made on the Effective Date to the holders of UCA Bank Claims. Upon the earlier of (x) such date as a holder of UCA Bank Claims is entitled to a distribution pursuant to clause (i)(y) above, or (y) such holder becomes a Released Bank Lender Defendant, then such holder shall receive from such reserve, in full and complete satisfaction of its Allowed Claim, its Pro Rata Share of an amount in Cash equal to the Allowed amount of the UCA Bank Claims, plus the net after-tax interest earned on such reserve, if any.

(d) Additional Treatment.

(i) All Bank Lender Fee Claims and all Bank Lender Post-Effective Date Fee Claims arising out of or with respect to the UCA Credit Agreement shall be paid as provided in Section 6.08 hereof.

(ii) All UCA Bank Claims not paid or provided for pursuant to clause (b), (c) or (d)(i) above, including all unpaid interest, fees, costs, expenses and other charges provided for under the UCA Credit Agreement and applicable law, shall only be permitted to be asserted as Bank Counterclaims and Defensive Claims and shall not give rise to any additional distributions under this Plan.

4.41. Class UCA-Trade—UCA Trade Claims.

(a) Impairment and Voting. Class UCA-Trade is impaired by the Plan. Each holder of an Allowed UCA Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed UCA Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the UCA Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.42. Class UCA-Uns—UCA Other Unsecured Claims.

(a) Impairment and Voting. Class UCA-Uns is impaired by the Plan. Each holder of an Allowed UCA Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed UCA Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed UCA Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the UCA Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed UCA Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed UCA Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Olympus Parent Debtor Group

4.43. Class OLYParent-Notes—Olympus Parent Notes Claims.

(a) Impairment and Voting. Class OLYParent-Notes is impaired by the Plan. Each holder of an Allowed Olympus Parent Notes Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The Olympus Parent Notes Claims shall be deemed Allowed Claims in the aggregate amount of (i) \$212,986,111, of which \$200,000,000 represents principal and \$12,986,111 represents interest accrued through the Commencement Date, plus (ii) interest, if any, accrued pursuant to Section 8.14.

(c) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Olympus Parent Notes Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Olympus Parent Notes Distribution, subject to Section 8.07(c), to the extent not previously paid.

4.44. Class OLYParent-Trade—Olympus Parent Trade Claims.

(a) Impairment and Voting. Class OLYParent-Trade is impaired by the Plan. Each holder of an Allowed Olympus Parent Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an

Allowed Olympus Parent Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Olympus Parent Trade Claims Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.45. Class OLYParent-Uns—Olympus Parent Other Unsecured Claims.

(a) Impairment and Voting. Class OLYParent-Uns is impaired by the Plan. Each holder of an Allowed Olympus Parent Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Olympus Parent Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Olympus Parent Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Olympus Parent Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Olympus Parent Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Olympus Parent Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.46. Class OLYParent-ESL—Olympus Parent Existing Securities Law Claims.

(a) Impairment and Voting. Class OLYParent-ESL is impaired by the Plan. Each holder of an Allowed Olympus Parent Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Olympus Parent Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Olympus Parent Existing Securities Law Claim Distribution subject to Section 8.07(c), to the extent not previously paid.

Rigas/Century Co-Borrowing Debtor Group

4.47. Class RCentCB-Cont—Rigas/Century Contrib/Subrog Claims.

(a) Impairment and Voting. Class RCentCB-Cont is unimpaired by the Plan. Each holder of an Allowed Rigas/Century Contrib/Subrog Claims is conclusively presumed to have accepted the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, Century Cable Holdings LLC, the holder of the Allowed Rigas/Century Contrib/Subrog Claim, shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Rigas/Century Contrib/Subrog Distribution. Such Distribution shall be deemed to be deposited one-half in the Century Trade Distribution Reserve and one-half in the Century Other Unsecured Distribution Reserve, and further reallocated as provided in Section 9.03(e) hereof.

4.48. Class RCentCB-Trade—Rigas/Century Trade Claims.

(a) Impairment and Voting. Class RCentCB-Trade is impaired by the Plan. Each holder of an Allowed Rigas/Century Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Rigas/Century Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Rigas/Century Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.49. Class RCentCB-Uns—Rigas/Century Other Unsecured Claims.

(a) Impairment and Voting. Class RCentCB-Uns is impaired by the Plan. Each holder of an Allowed Rigas/Century Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Rigas/Century Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Rigas/Century Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Rigas/Century Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Rigas/Century Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Rigas/Century Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Rigas/Olympus Co-Borrowing Debtor Group

4.50. Class ROlyCB-Cont—Rigas/ Olympus Contrib/Subrog Claims.

(a) Impairment and Voting. Class ROlyCB-Cont is unimpaired by the Plan. Each holder of an Allowed Rigas/Olympus Contrib/Subrog Claims is conclusively presumed to have accepted the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, Olympus Cable Holdings LLC, the holder of the Allowed Rigas/Olympus Contrib/Subrog Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Rigas/Olympus Contrib/Subrog Distribution. Such Distribution shall be deemed to be deposited one-half in the Olympus Trade Distribution Reserve and one-half in the Olympus Other Unsecured Distribution Reserve, and further reallocated as provided in Section 9.03(e) hereof.

4.51. Class ROlyCB-Trade—Rigas/Olympus Trade Claims.

(a) Impairment and Voting. Class ROlyCB-Trade is impaired by the Plan. Each holder of an Allowed Rigas/Olympus Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Rigas/Olympus Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Rigas/Olympus Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.52. Class ROlyCB-Uns—Rigas/Olympus Other Unsecured Claims.

(a) Impairment and Voting. Class ROlyCB-Uns is impaired by the Plan. Each holder of an Allowed Rigas/Olympus Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Rigas/Olympus Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Rigas/Olympus Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Rigas/Olympus Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Rigas/Olympus Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Rigas/Olympus Other

Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Rigas/UCA Co-Borrowing Debtor Group

4.53. Class RUCACB-Cont—Rigas/UCA Contrib/Subrog Claims.

(a) Impairment and Voting. Class RUCACB-Cont is unimpaired by the Plan. Each holder of an Allowed Rigas/UCA Contrib/Subrog Claims is conclusively presumed to have accepted the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, UCA LLC and National Cable Acquisition Associates, LP, the holders of the Allowed Rigas/UCS Contrib/Subrog Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of the Rigas/UCA Contrib/Subrog Distribution. Such Distribution shall be deemed to be deposited one-half in the UCA Trade Distribution Reserve and one-half in the UCA Other Unsecured Distribution Reserve, and further reallocated as provided in Section 9.03(e) hereof.

4.54. Class RUCACB-Trade—Rigas/UCA Trade Claims.

(a) Impairment and Voting. Class RUCACB-Trade is impaired by the Plan. Each holder of an Allowed Rigas/UCA Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Rigas/UCA Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Rigas/UCA Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.55. Class RUCACB-Uns— Rigas/UCA Other Unsecured Claims.

(a) Impairment and Voting. Class RUCACB-Uns is impaired by the Plan. Each holder of an Allowed Rigas/UCA Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed Rigas/UCA Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Rigas/UCA Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the Rigas/UCA Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such

Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed Rigas/UCA Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed Rigas/UCA Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Funding Company Debtor Group

4.56. Class Fundco—Funding Company Claims.

(a) Impairment and Voting. Class Fundco is impaired by the Plan. Each holder of an Allowed Funding Company Claim (if any) is entitled to vote to accept or reject the Plan. Notwithstanding anything otherwise to the contrary, no Intercompany Claim shall be included in Class Fundco and any such Claim of a Debtor against Debtors in the Funding Company Debtor Group shall be included in Class InterCo and receive the treatment accorded to Class InterCo.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed Funding Company Claim (if any) shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14) its Pro Rata Share of the Allocable Portion of the Funding Company Distribution Reserve, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.57. Class GSETL - Government Claims.

(a) Impairment and Voting. Class GSETL is unimpaired by the Plan. Each holder of a Government Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Treatment. The Government Claims shall be Allowed against Adelphia Cablevision, LLC and satisfied by the performance of the Government Settlement Agreements on the Effective Date by Adelphia Cablevision, LLC on behalf of the Debtors.

ACC Ops Debtor Group

4.58. Class OPS-Trade—ACC Ops Trade Claims.

(a) Impairment and Voting. Class OPS-Trade is impaired by the Plan. Each holder of an Allowed ACC Ops Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed ACC Ops Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the ACC Ops Trade Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.59. Class OPS-Uns—ACC Ops Other Unsecured Claims.

(a) Impairment and Voting. Class OPS-Uns is impaired by the Plan. Each holder of an Allowed ACC Ops Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that an Allowed ACC Ops Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed ACC Ops Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14), its Pro Rata Share of the ACC Ops Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed ACC Ops Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed ACC Ops Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

Holding Company Debtor Group

4.60. Class ACC-Trade—ACC Trade Claims.

(a) Impairment and Voting. Class ACC-Trade is impaired by the Plan. Each holder of an Allowed ACC Trade Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed ACC Trade Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14) its Pro Rata Share of: (i) the ACC Trade Claims Distribution, subject to Section 8.07(c), to the extent not previously paid; and (ii) Class ACC-Trade's Allocable Portion of the CVV Series A-1a Interests; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid.

4.61. Class ACC-Uns—ACC Other Unsecured Claims.

(a) Impairment and Voting. Class ACC-Uns is impaired by the Plan. Each holder of an Allowed ACC Other Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that ACC Other Unsecured Claim is an Insured Claim, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed ACC Other Unsecured Claim shall receive, in full and complete satisfaction of such Allowed Claim (including interest, if any, accrued pursuant to Section 8.14) its Pro Rata Share of: (i) the ACC Other Unsecured Distribution, subject to Section 8.07(c), to the extent not previously paid; and (ii) Class ACC-Uns' Allocable Portion of the CVV Series A-1a Interests; provided, that, to the extent such Claim is an Assumed Sale Liability, it shall instead be Assumed and satisfied in accordance with the applicable Purchase Agreement, to the extent not previously paid. A holder of an Allowed ACC Other Unsecured Claim that is an Insured Claim shall (i) be paid from the proceeds of insurance to the extent that Claim is insured and such proceeds are not Purchased Assets and (ii) have an Allowed ACC Other Unsecured Claim to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Insured Claim.

4.62. Class ACC-SnrNotes—ACC Senior Notes Claims.

(a) Impairment and Voting. Class ACC-SnrNotes is impaired by the Plan. Each holder of an Allowed ACC Senior Notes Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The ACC Senior Notes Claims shall be deemed Allowed Claims in the aggregate amount of (i) \$5,109,693,748, of which \$4,936,847,118 represents principal and \$172,846,630 represents interest accrued through the Commencement Date plus (ii) interest, if any, accrued pursuant to Section 8.14.

(c) Distributions. On the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed ACC Senior Notes Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of: (i) the ACC Notes Distribution, (including interest from the Commencement Date to the Effective Date at the rate specified in Section 8.14, but without giving effect to the limitation imposed by the Debtor Group Maximum Value), subject to Section 8.07(c), to the extent not previously paid; and (ii) Class ACC-SnrNotes' Allocable Portion of the CVV Series A-1b Interests.

4.63. Class ACC-SubNotes—ACC Subordinated Notes Claims.

(a) Impairment and Voting. Class ACC-SubNotes is impaired by the Plan. Each holder of an Allowed ACC Subordinated Notes Claim is entitled to vote to accept or reject the Plan.

(b) Allowance. The ACC Subordinated Note Claims shall be deemed Allowed Claims in the aggregate amount of (i) \$1,458,990,625, of which \$1,437,500,000 represents principal and \$21,490,625 represents interest accrued through the Commencement Date plus (ii) interest, if any, accrued pursuant to Section 8.14.

(c) Distributions. Subject to the next sentence, on the Initial Distribution Date, and on each Periodic Distribution Date thereafter, or as soon thereafter as is practicable, each holder of an Allowed ACC Subordinated Notes Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of (i) the ACC Subordinated Notes Distribution, subject to Section 8.07(c), to the extent not previously paid and (ii) Class ACC-SubNotes' Allocable Portion of the CVV Series A-1c Interests. In accordance with and in enforcement of the subordination provisions of the indentures relating to the ACC Subordinated Notes (the "Subordination Provisions") the ACC Notes Distribution shall include the X-Clause CVV Sharing Percentage and the X-Clause Sharing Percentage, absent an Order of the Bankruptcy Court to the contrary on or before the Confirmation Date. Notwithstanding the Subordination Provisions, each Holder of an Allowed ACC Subordinated Note Claim shall be entitled to receive and retain, on account of such claim, its ratable share of the ACC Subordinated Notes Distribution, based upon the amount of ACC Subordinated Notes held by each holder.

4.64. Class ACC-ESL Snr—ACC Senior Notes Existing Securities Law Claims.

(a) Impairment and Voting. Class ACC-ESL Snr is impaired by the Plan. Each holder of an Allowed ACC Senior Notes Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Senior Notes Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of Class ACC-ESL Snr's Allocable Portion of the CVV Series A-2a Interests.

4.65. Class ACC-ESL Sub—ACC Subordinated Notes Existing Securities Law Claims.

(a) Impairment and Voting. Class ACC-ESL Sub is impaired by the Plan. Each holder of an Allowed ACC Subordinated Notes Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Subordinated Notes Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of Class ACC-ESL Sub's Allocable Portion of the CVV Series A-2b Interests.

4.66. Class ACC-BPfd—ACC Series B Preferred Stock Interests.

(a) Impairment and Voting. Class ACC-BPfd is impaired by the Plan. Each holder of an Allowed ACC Series B Preferred Stock Interest is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Series B Preferred Stock Interest shall receive, in full and complete satisfaction of such Allowed Equity Interest, such Allowed Equity Interest's Pro Rata Share of Class ACC-BPfd's Allocable Portion of the CVV Series B Interests.

4.67. Class ACC-BESL—ACC Series B Preferred Stock Existing Securities Law Claims.

(a) Impairment and Voting. Class ACC-BESL is impaired by the Plan. Each holder of an Allowed ACC Series B Preferred Stock Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Series B Preferred Stock Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of Class ACC-BESL's Allocable Portion of the CVV Series C Interests.

4.68. Class ACC-DPfd—ACC Series D Preferred Stock Interests.

(a) Impairment and Voting. Class ACC-DPfd is impaired by the Plan. Each holder of an Allowed ACC Series D Preferred Stock Interest is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Series D Preferred Stock Interest shall receive, in full and complete satisfaction of such Allowed Equity Interest, such Allowed Equity Interest's Pro Rata Share of Class ACC-DPfd's Allocable Portion of the CVV Series D Interests.

4.69. Class ACC-DESL—ACC Series D Preferred Stock Existing Securities Law Claims.

(a) Impairment and Voting. Class ACC-DESL is impaired by the Plan. Each holder of an Allowed ACC Series D Preferred Stock Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Series D Preferred Stock Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of Class ACC-DESL's Allocable Portion of the CVV Series E Interests.

4.70. Class ACC-EFPfd—ACC Series E and F Preferred Stock Interests.

(a) Impairment and Voting. Class ACC-EFPfd is impaired by the Plan. Each holder of an Allowed ACC Series E and F Preferred Stock Interest is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Series E and F Preferred Stock Interest shall receive, in full and complete satisfaction of such Allowed Equity Interest, such Allowed Equity Interest's Pro Rata Share of Class ACC-EFPfd's Allocable Portion of the CVV Series F Interests. Notwithstanding anything otherwise to the contrary, to the extent an order of the Bankruptcy Court holds that the mandatory conversion provisions of the foregoing ACC Series E and F Preferred Stock Interests resulted in a conversion of such preferred stock interests, the ACC Series E and F Preferred Stock shall be included in Class ACC-CS for all purposes under this Plan and shall have the rights of Equity Interests in such Class, and this Section 4.69 shall be disregarded and have no effect.

4.71. Class ACC-EFESL—ACC Preferred Series E and F Stock Existing Securities Law Claims.

(a) Impairment and Voting. Class ACC-EFESL is impaired by the Plan. Each holder of an Allowed ACC Series E and F Preferred Stock Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Series E and F Preferred Stock Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Claim, its Pro Rata Share of Class ACC-EFESL's Allocable Portion of the CVV Series G Interests.

4.72. Class ACC-CSESL—ACC Common Stock Existing Securities Law Claims.

(a) Impairment and Voting. Class ACC-CSESL is impaired by the Plan, and consists of all Common Stock Existing Securities Law Claims. Each holder of an ACC Common Stock Existing Securities Law Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Common Stock Existing Securities Law Claim shall receive, in full and complete satisfaction of such Allowed Equity Interest, such Allowed Equity Interest's Pro Rata Share of Class ACC-CSESL's Allocable Portion of the CVV Series H Interests.

4.73. Class ACC-CS—ACC Common Stock Interests.

(a) Impairment and Voting. Class ACC-CS is impaired by the Plan, and consists of all ACC Common Stock Interests. Each holder of an Allowed ACC Common Stock Interest is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is practicable, each holder of an Allowed ACC Common Stock Interest shall receive, in full and complete satisfaction of such Allowed Equity Interest, such Allowed Equity Interest's Pro Rata Share of Class ACC-CS's Allocable Portion of the CVV Series I Interests.

4.74. Class ACC-Conv—ACC Convenience Claims.

(a) Impairment and Voting. Class ACC-Conv is impaired by the Plan. Each holder of an Allowed ACC Convenience Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Each holder of an Allowed ACC Convenience Claim shall receive, in full and complete satisfaction of such Allowed Claim, Cash in an amount equal to 95% of the Deemed Value that such holder would have received if the Claim had remained in the Class to which it otherwise belongs; *provided, however*, that if (i) the holders of Allowed ACC Convenience Claims do not accept the Plan by the requisite majorities set forth in section 1126(c) of the Bankruptcy Code or (ii) the holders of Claims which are deemed to be Allowed ACC Convenience Claims would receive a greater amount of Plan Consideration consisting of Cash if they were treated as holders of Claims in the Class to which they would otherwise belong, then the holders of Allowed ACC Convenience Claims shall be treated as holders of Claims in the Class to which they would otherwise belong; *provided further, however*, that in such event any election by a holder of an Allowed ACC Convenience Claim to reduce the amount of its Allowed Claim to ten thousand dollars (\$10,000) shall be null and void.

4.75. Class InterCo—Intercompany Claims. In consideration of the benefits provided under the Plan, including the Global Compromise, the Intercompany Claims shall be Allowed and treated as provided for in the Inter-Creditor Dispute Resolution. Upon the occurrence of the Effective Date, each Intercompany Claim shall be discharged and satisfied by means of: (a) the Restructuring Transactions contemplated by the Plan; and (b) allocations of Plan Consideration pursuant to Section 9.03 hereof (and any order of the Bankruptcy Court sought thereunder) to the Debtor Group Reserves of such Intercompany Claim's Debtor Group in amounts that give effect to the relative seniority and treatment of such Intercompany Claim under this Section 4.74. All Intercompany Claims held by any Debtor against any Non-Debtor Subsidiary (other than Claims against the Palm Beach Joint Venture (as defined in the Comcast Purchase Agreement), which Claims shall be transferred in accordance with the Comcast Purchase Agreement) or by any Non-Debtor Subsidiary against any Debtor (other than (i) Claims against the Transferred Joint Venture Entities, which Claims shall be discharged (except to the extent they constitute defenses or set-offs to Retained Claims) and (ii) Claims of a non-Debtor Affiliate against a Debtor arising in connection with the transfer of an asset by such non-Debtor Affiliate to a Debtor pursuant to Section 5.13(h) of the TW Purchase Agreement or Section 5.11(h) of the Comcast Purchase Agreement, which Claims shall be satisfied in accordance with their terms) shall be reviewed by the Reorganized Debtors and adjusted, continued, or discharged, as determined by the Reorganized Debtors in their sole discretion.

4.76. Rigas Claims or Equity Interests. All Rigas Claims and Equity Interests shall be Disallowed and expunged. Each holder of a Rigas Claim or Equity Interest shall receive no distribution under this Plan with respect to such Rigas Claim or Equity Interest. The Plan shall not create any right of any holder of a Rigas Claim or Equity Interest to assert such Claim or Equity Interest against any of the Debtors' insurance policies.

4.77. ACC Other Equity Interests. All ACC Other Equity Interests shall be Disallowed. Each holder of an ACC Other Equity Interest shall receive no distribution under this Plan with respect to such ACC Other Equity Interest.

ARTICLE V.

SUBSTANTIVE CONSOLIDATION

5.01. Substantive Consolidation. In consideration of the benefits provided under the Plan, including the Global Compromise, this Plan provides for the substantive consolidation of the Debtors in accordance with the terms set forth in this Article V, but only for purposes of voting with respect to the confirmation of the Plan and effectuating the settlements contemplated by, and making distributions under, this Plan. Except as set forth in this Article, such substantive consolidation will not: (a) affect the legal and corporate structures of the Debtors or Reorganized Debtors, subject to the right of the Debtors or Reorganized Debtors to effect the Restructuring Transactions contemplated by this Plan, (b) cause any Debtor to be liable for any Claim or Equity Interest under this Plan for which it otherwise is not liable, and the liability of any Debtor for any such Claim or Equity Interest will not be affected by such substantive consolidation, (c) except as otherwise stated in this Plan, affect Intercompany Claims, (d) affect any pre and post-Commencement Date guarantees, Liens, and security interests that are required to be maintained (i) in connection with executory contracts or unexpired leases that were entered into during the Chapter 11 Cases or that have been or will be assumed and/or assigned and/or retained, or (ii) pursuant to the Plan, (e) affect any defenses to any Cause of Action or requirements for any third party to establish mutuality in order to assert a right of setoff, (f) affect distributions out of any insurance policies or proceeds of such policies, (g) affect Equity Interests in the Debtors except as otherwise may be required in connection with the Restructuring Transactions contemplated by this Plan, (h) constitute a change of control (or a change in working control) of any Debtor for any purpose, including under any franchise agreement, executory contract, pole attachment agreement or other agreement (whether entered into before or after the Commencement Date) or (i) prejudice or otherwise affect the rights of holders of Claims or Equity Interests with respect to the Inter-Creditor Dispute Holdback. Notwithstanding anything herein to the contrary, the Debtors may elect in their sole and absolute discretion, at any time through and until the Effective Date, to consolidate the Debtors (other than the Transferred Joint Venture Entities) and Reorganized Debtors for additional purposes. Should the Debtors make such an election, the Debtors will not, nor will they be required to, resolicit votes with respect to this Plan. Substantive consolidation shall not alter the distributions set forth herein.

5.02. Substantive Consolidation of the Debtors into Separate Debtor Groups. Entry of the Confirmation Order shall constitute the approval, pursuant to section 105(a) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Debtors into eighteen separate and distinct groups (each such group, a “Debtor Group”), which groups shall consist of the following Debtors for all purposes related to the Plan, including for purposes of voting, confirmation, and distribution:

- (a) an “ACC Ops Debtor Group” consisting solely and exclusively of the ACC Ops Debtors;

- (b) an "Arahova Debtor Group" consisting solely and exclusively of the Arahova Debtors;
- (c) a "CCC Debtor Group" consisting solely and exclusively of the CCC Debtors;
- (d) a "CCHC Debtor Group" consisting solely and exclusively of the CCHC Debtors;
- (e) a "Century Debtor Group" consisting solely and exclusively of the Century Debtors;
- (f) a "Century-TCI Debtor Group" consisting solely and exclusively of the Century-TCI Debtors and the Century-TCI Distribution Company;
- (g) a "FrontierVision Debtor Group" consisting solely and exclusively of the FrontierVision Debtors;
- (h) a "FrontierVision Holdco Debtor Group" consisting solely and exclusively of the FrontierVision Holdco Debtors;
- (i) a "Ft. Myers Debtor Group" consisting solely and exclusively of the Ft. Myers Debtors;
- (j) a "Funding Company Debtor Group" consisting solely and exclusively of the Funding Company Debtors;
- (k) a "Holding Company Debtor Group" consisting solely and exclusively of the Holding Company Debtors;
- (l) an "Olympus Debtor Group" consisting solely and exclusively of the Olympus Debtors;
- (m) an "Olympus Parent Debtor Group" consisting solely and exclusively of the Olympus Parent Debtors;
- (n) a "Parnassos Debtor Group" consisting solely and exclusively of the Parnassos Debtors and the Parnassos Distribution Companies;
- (o) a "Rigas/Century Co-Borrowing Debtor Group" consisting solely and exclusively of the Rigas/Century Co-Borrowing Debtors;
- (p) a "Rigas/Olympus Co-Borrowing Debtor Group" consisting solely and exclusively of the Rigas/Olympus Co-Borrowing Debtors;
- (q) a "Rigas/UCA Co-Borrowing Debtor Group" consisting solely and exclusively of the Rigas/UCA Co-Borrowing Debtors; and

(r) a “UCA Debtor Group” consisting solely and exclusively of the UCA Debtors.

5.03. Treatment of Debtor Group Claims and Equity Interests. For purposes of Section 5.01 of the Plan, (i) all assets and liabilities of the applicable Debtors within each Debtor Group shall be treated as though they were merged with the assets and liabilities of the other Debtors within such Debtor Group, (ii) no distributions shall be made under the Plan on account of any Claim held by a Debtor against any other Debtor within its Debtor Group, (iii) except as provided in Section 6.02(g) of this Plan, no distributions shall be made under the Plan on account of any Equity Interest held by a Debtor in any other Debtor within its Debtor Group, (iv) all guarantees of the Debtors of the obligations of any other Debtor within its Debtor Group shall be eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors within a Debtor Group shall be one obligation of the Debtors within such Debtor Group, and (v) each and every Claim filed or to be filed in the Chapter 11 Case of any of the Debtors within a Debtor Group shall be deemed filed against the Debtors within such Debtor Group, and shall be one Claim against and obligation of the Debtors within such Debtor Group. Notwithstanding anything otherwise to the contrary herein, the substantive consolidation hereunder shall not affect any Claims or Equity Interests held by a Debtor in or against a Debtor in a separate Debtor Group.

5.04. Order Granting Consolidation; Substantive Consolidation; Transfers to AIH.

(a) The Disclosure Statement and this Plan shall be deemed to be a motion requesting that the Bankruptcy Court approve the substantive consolidation provided for in this Plan, as well as any additional consolidation that may be proposed by the Debtors in connection with confirmation and consummation of the Plan. Unless an objection to consolidation is made in writing by any creditor affected by the Plan as herein provided on or before 4:00 p.m. Eastern Time, on the date fixed by the Bankruptcy Court for objections to confirmation of the Plan, the substantive consolidation proposed by this Plan may be approved by the Bankruptcy Court at the Confirmation Hearing. In the event any such objections are timely filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, coincide with the Confirmation Hearing.

(b) The entry of the Confirmation Order shall constitute a determination that (i) no property, including any intercompany receivable, cash or equity interest in another entity, was ever transferred by ACC, or any Affiliate of ACC, to ACC Investment Holdings, Inc. prior to the Commencement Date and (ii) ACC Investment Holdings, Inc. never held any property rights enforceable against any other Debtor.

5.05. Plan is Eighteen Separate Plans. Notwithstanding the fact that this Plan is a single document, this Plan constitutes eighteen separate plans of reorganization under the Bankruptcy Code, one for each Debtor Group. Subject to the satisfaction or waiver of the conditions set forth in Article XIII hereof and the Buyers' rights, if any, under the Sale Transaction Documents, the Debtors may choose to confirm and consummate all or less than all of such plans of reorganization without any further amendment of this Plan.

ARTICLE VI.

IMPLEMENTATION OF THE PLAN

6.01. Continued Corporate Existence.

(a) The Debtors. Subject to the Restructuring Transactions contemplated by this Plan, and the effects of the Sale Transactions, each of the Debtors will continue to exist after the Effective Date as a separate legal entity, with all the powers available to such entity under applicable law in the jurisdiction in which each applicable Debtor is organized or otherwise formed and pursuant to its certificate of incorporation and by-laws or other organizational documents in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws or other organizational documents are amended by this Plan, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date. From and after the Effective Date, the Distribution Company shall be the sole and exclusive owner of all of the issued and outstanding capital stock of ACC to be held in the Holding Company Distribution Reserve pursuant to Section 9.03(a)(iii) hereof, and the Contingent Value Vehicle shall be the sole and exclusive owner of all of the issued and outstanding equity interests in the Distribution Company.

(b) Non-Debtors. There are certain Affiliates of the Debtors that are not Debtors in these Chapter 11 Cases. The continued existence, operation and ownership of such non-Debtor Affiliates is a material component of the Debtors' businesses, and, as set forth in Section 6.06 of this Plan, subject to the effects of the Sale Transactions, all of the Debtors' Equity Interests and other property interests in such non-Debtor Affiliates shall revert in the applicable Reorganized Debtors or their successors on the Effective Date.

6.02. Sale Transactions.

(a) Consummation of Sale Transactions. On the Effective Date, the Debtors, the Reorganized Debtors and the Transferred Joint Venture Entities (as applicable) shall consummate either (i) the Sale Transactions to occur at the Sale Transaction Closing or (ii) in the event the Debtors or the Reorganized Debtors and Comcast are unable to consummate the Comcast Adelphia Acquisition for the reasons specified in Section 5.15 of the TW Purchase Agreement, the TW Expanded Transaction. To the extent that pursuant to the applicable Purchase Agreement the Debtors or Reorganized Debtors (as applicable) are not required to consummate on the date of the Sale Transaction Closing one or more transactions to occur under the applicable Purchase Agreements (including in relation to any Disputed MCE System or Delayed Transfer Asset, in each case as defined in the Purchase Agreements), the Reorganized Debtors shall consummate such transaction to the extent required by and in accordance with the applicable Purchase Agreement. On the Effective Date, the Debtors (other than the Transferred Joint Venture Entities) on behalf of the Reorganized Debtors, or the Reorganized Debtors, shall enter into the Transaction Escrow Agreements and shall apply the proceeds of the Sale Transactions (less any amounts deposited in the Transaction Escrows under the Purchase Agreements) in accordance with this Plan. In connection with the consummation of the

Sale Transactions and except as set forth in the Sale Transaction Documents, on the Effective Date (or such later date as may be provided in the Sale Transaction Documents), the Purchased Assets shall be transferred by the Debtors, the Reorganized Debtors or the Distribution Company to the respective Buyer (or retained by the applicable Transferred Joint Venture Entity that is the holder of such Purchased Assets) in accordance with the applicable Purchase Agreement (and, to the extent applicable, the Expanded Transaction Letter Agreement) pursuant to, among others (to the extent they apply), sections 105, 363(b) and (f), 365, 1123(a)(5)(B) and (D) and (b)(4) and (6) and 1141 of the Bankruptcy Code, and the provisions of the Confirmation Order, free and clear of all Encumbrances, other than Permitted Encumbrances. Following the Sale Transaction Closing, (a) the Debtor Group Reserves and other reserves shall be funded as provided in Section 9.03(a) hereof, (b) the Designated Litigation shall be transferred to the Contingent Value Vehicle in accordance with Section 7.03 hereof, and (c) all other assets and Equity Interests of the Reorganized Debtors (other than the Purchased Assets) shall be revested in the Reorganized Debtors as provided in Section 12.03 hereof. Pursuant to Section 9.5 of the Comcast Purchase Agreement and Section 9.5 of the TW Purchase Agreement, as and to the extent provided in the Sale Transaction Documents, the Debtors (other than the Transferred Joint Venture Entities, except to the extent provided in Section 9.5 of each Purchase Agreement) or the Reorganized Debtors shall be jointly and severally liable for any breach or violation of ACC's representations, warranties or covenants under the Purchase Agreements, including for any purchase price adjustment pursuant to Section 2.8(f) of the Comcast Purchase Agreement or Section 2.6(f) of the TW Purchase Agreement.

(b) Assumed Sale Liabilities. On the Effective Date, the Assumed Sale Liabilities shall be Assumed. To the extent that pursuant to the applicable Purchase Agreement the Debtors or Reorganized Debtors (as applicable) are not required to consummate on the Effective Date one or more transactions to occur under the applicable Purchase Agreement pursuant to which liabilities will be Assumed (including in relation to a Disputed MCE System or Delayed Transfer Asset, in each case as defined in the Purchase Agreements), the Reorganized Debtors shall consummate such transaction to the extent required by and in accordance with the applicable Purchase Agreement. Except to the extent Assumed Sale Liabilities are Assumed by a Transferred Joint Venture Entity pursuant to the applicable Purchase Agreement, which Assumed Sale Liabilities shall be obligations of such Transferred Joint Venture Entity, from and after the Effective Date (or, with respect to an Assumed Sale Liability Assumed after the Sale Transaction Closing, from and after such later date as such liability may be Assumed in accordance with the applicable Purchase Agreement), none of the Assumed Sale Liabilities shall any longer be obligations of the Distribution Company, the Debtors, the Estates, the Reorganized Debtors, or the Contingent Value Vehicle and the holder of any Claim with respect thereto shall have no recourse on account of such Claim, against the Debtors, the Plan Administrator, the Reorganized Debtors, the Distribution Company or the Contingent Value Vehicle. From and after the Effective Date, none of the Buyers or the Transferred Joint Venture Entities shall have any Liability for any Claims against or Liabilities of the Debtors (other than to the extent of any applicable Assumed Sale Liabilities) and the holder of any Claim and the Person to whom such Liability is owed

shall have no recourse with respect thereto on account of such Claim or such Liability against any of the Buyers or the Transferred Joint Venture Entities.

(c) Management of Reorganized Debtors' Assets. After the Effective Date, all property of the Reorganized Debtors (including the Excluded Assets) shall be managed and administered by the Plan Administrator in a manner reasonably designed to maximize values for the Debtors' creditors; *provided, however*, that the foregoing shall in no way limit or abrogate the Debtors' and Reorganized Debtors' obligations to perform any obligation or transaction to be performed under the Purchase Agreements, including in relation to any Disputed MCE System (as defined in the Purchase Agreements) or Delayed Transfer Asset, in each case as defined in the Purchase Agreements. If the Plan Administrator, in his/her discretion decides not to sell any non-Cash property other than the Plan Consideration or if such property cannot, in the Plan Administrator's judgment be sold in a commercially reasonable manner prior to the date of the final distribution under this Plan, the Plan Administrator shall have the right to abandon or otherwise dispose of such property with the prior approval of the Bankruptcy Court. Absent willful misconduct or fraud in connection therewith, no party in interest shall have a cause of action against either the Debtors, the Reorganized Debtors, Distribution Company, the Plan Administrator or the Contingent Value Vehicle, or their respective directors, officers, employees, consultants, trustees or professionals arising from or related to the disposition of non-Cash property in accordance with this Section. No party in interest shall have a Cause of Action against the Transferred Joint Venture Entities or their respective directors, officers, employees, consultants, trustees or professionals arising from or related to the disposition of non-Cash property in accordance with this Section.

(d) Except as may be restricted by the Sale Transaction Documents, on or as of the Effective Date, within the sole and exclusive discretion of the Plan Administrator, the Debtors or the Reorganized Debtors may, notwithstanding any other transactions described in this Section 6.02: (i) cause any or all of the Debtors or the Reorganized Debtors to be merged into one or more of the Debtors or the Reorganized Debtors or dissolved, (ii) cause the transfer of assets between or among the Debtors or the Reorganized Debtors or (iii) engage in any other transaction in furtherance of the Plan. Any such transaction shall be effective as of the Effective Date pursuant to the Confirmation Order without any further action by the stockholders or directors of any of the Debtors, the Debtors in Possession, or the Reorganized Debtors. It is the present intention of the Debtors to utilize this provision to merge, dissolve or transfer certain of its Subsidiaries and transfer certain executory contracts, unexpired leases, and other assets to the surviving Subsidiaries.

(e) Except as may be restricted by the Sale Transaction Documents, on or prior to the Effective Date, the Debtors and Reorganized Debtors shall take such actions as may be necessary or appropriate to effect the relevant Restructuring Transactions, including all of the transactions described in this Plan, and, with respect to the Sale Transactions, shall take such actions as required by the Sale Transaction Documents. Such actions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation or reorganization containing terms that are consistent with the terms of this Plan and the Sale Transaction Documents and that satisfy

the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any property, right, liability, duty or obligation on terms consistent with the terms of this Plan, including the instruments described in Section 2.10 of the TW Purchase Agreement and Section 2.12 of the Comcast Purchase Agreement; (iii) the filing of appropriate certificates of incorporation, merger or consolidation with the appropriate governmental authorities under applicable law; and (iv) all other actions that Debtors and Reorganized Debtors determine are necessary or appropriate, including the making of filings or recordings in connection with the relevant Restructuring Transaction or Sale Transactions. The form of each Restructuring Transaction shall be determined by the Boards of Directors of a Debtor or Reorganized Debtor party to any Restructuring Transaction. In the event a Restructuring Transaction is a merger transaction, upon the consummation of such Restructuring Transaction, each party to such merger shall cease to exist as a separate entity and thereafter the surviving Reorganized Debtor shall assume and perform the obligations of each Reorganized Debtor under this Plan. In the event a Reorganized Debtor is liquidated and dissolved, the Reorganized Debtors (or the Reorganized Debtor which owned the stock of such liquidating Reorganized Debtor prior to such liquidation and dissolution) shall assume and perform such obligations. Implementation of the Restructuring Transactions shall not affect the distributions under the Plan. The rights and obligations of the parties to the Sale Transactions shall be as set forth in the Sale Transaction Documents.

(f) In the Confirmation Order, the Bankruptcy Court shall approve the terms of the Sale Transaction Documents (with respect to such documents which are filed with the Bankruptcy Court, in substantially the form filed with the Bankruptcy Court (and with such changes as to which the applicable Debtors and the Buyers may agree)), and shall authorize the applicable Debtors, Reorganized Debtors and Transferred Joint Venture Entities to execute such documents as the applicable Debtors and the applicable agents and lenders or Buyers may reasonably require in order to effectuate the treatment afforded to such parties under the Sale Transaction Documents and to consummate the Sale Transactions.

(g) Prior to the Effective Date, the Debtors shall:

(i) form Century-TCI Distribution Company and Parnassos Distribution Companies for the purpose of effecting the Sale Transactions relating to the Transferred Joint Venture Entities, holding the Century-TCI and Parnassos Debtor Group Reserves, respectively, and making distributions to holders of Allowed Claims in the Century-TCI Debtor Group and Parnassos Debtor Group, respectively;

(ii) file petitions for reorganization under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court with respect to Century-TCI Distribution Company and Parnassos Distribution Companies, and file a motion seeking to have the chapter 11 cases of Century-TCI Distribution Company and Parnassos Distribution Companies jointly administered with the Chapter 11 Cases; and

(iii) promptly after the granting of the relief sought in the motion described in the foregoing clause (ii), contribute the Century-TCI JV Equity Interests held by Century Exchange LLC to the Century-TCI Distribution Company and contribute the Parnassos JV Equity Interests held by Adelphia Western New York Holdings, L.L.C. to the Parnassos Distribution Company of which Adelphia Western New York Holdings, L.L.C. is the sole member and contribute the Parnassos JV Equity Interests held by Montgomery Cablevision, Inc. to the Parnassos Distribution Company of which Montgomery Cablevision, Inc. is the sole member.

(h) On the Effective Date, the Century-TCI Distribution Company shall consummate the Sale Transactions with respect to the Century-TCI Joint Venture and the Parnassos Distribution Companies shall consummate the Sale Transactions with respect to the Parnassos Joint Venture, in each case as Seller JV Partner (as defined in the Comcast Purchase Agreement) in accordance with the applicable Sale Transaction Documents. From and after the Effective Date, the Century-TCI Distribution Company and the Parnassos Distribution Companies shall make distributions under and in accordance with this Plan from the Century-TCI Debtor Group Reserve and the Parnassos Debtor Group Reserve, respectively.

6.03. Certificates of Incorporation and By-laws. The New Certificate of Incorporation and New By-Laws shall be adopted in accordance with the TW Purchase Agreement and the Certificates of Incorporation and By-laws (or other organizational documents, as applicable, including any documents required in connection with a Sale Transaction) of each of the Reorganized Debtors shall be adopted and amended as may be required in order that they are consistent with the provisions of the Purchase Agreements, this Plan and the Bankruptcy Code. The forms of New Certificate of Incorporation and New By-laws will be included in the Plan Supplement. Any modification to the New Certificate of Incorporation as originally filed may be filed after the Confirmation Date and may become effective on or prior to the Effective Date.

6.04. Compromise and Settlements.

(a) Global Compromise. Except for the Inter-Creditor Dispute prior to the Inter-Creditor Dispute Resolution:

(i) Pursuant to Bankruptcy Rule 9019 and in consideration of the distributions and other benefits provided under this Plan, the provisions of this Plan will constitute a good faith compromise and settlement (such compromise and settlement, the “Global Compromise”) of all Claims and controversies between the Debtors and the holders of Claims against, and Equity Interests in, the respective Debtor Groups on all matters relating to among other things: (A) the substantive consolidation of the Debtors within their respective Debtor Groups; (B) the Transferred Subscriber Transactions; (C) the amounts, allowance, relative priority and treatment of all Intercompany Claims; (D) the form of currency to be distributed hereunder on account of Allowed Claims and Equity Interests; (E) the relative valuation of the different Debtor Groups; (F) the allocation of the costs and benefits of the Government Settlement; (G) the rate at

which interest shall accrue for purposes of distributions under this Plan with respect to Claims from the Commencement Date through the Effective Date (including whether such interest shall be compounded or accrue as simple interest); and (H) any Bank Actions designated as “Dismissed Bank Actions” pursuant to clause (i) of the definition of Dismissed Bank Actions.

(ii) Any distributions to be made pursuant to this Plan shall be made on account and in consideration of the Global Compromise, which, upon the Effective Date, shall be binding on all Persons, including the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities, all holders of Claims and Equity Interests (whether or not Allowed), and all Persons entitled to receive any payments or other distributions under the Plan. Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, as of the Effective Date, of the compromise and settlement of all such Claims or controversies and the Bankruptcy Court’s finding that such compromise and settlement is in the best interests of the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities, their respective estates, and the holders of such Claims and Equity Interests, and is fair, equitable and reasonable.

(iii) By virtue of and integral to the compromise and settlement of disputes relating to the substantive consolidation pursuant to the Global Compromise, on the Effective Date, except as otherwise provided by or to the extent necessary in connection with the treatment of Intercompany Claims contemplated by Section 4.75 of this Plan, and except with respect to Retained Claims (and defenses and set-offs thereto), (A) each Debtor shall waive any defense, including defenses arising under sections 502(d) of the Bankruptcy Code, to Intercompany Claims asserted by another Debtor and such Claims shall be deemed to be Allowed Claims, (B) Intercompany Claims between Debtors shall not be deemed to be mutual claims arising prior to the Commencement Date for purposes of setoff, (C) except for the Contrib/Subrog Claims, each of the Debtors and Debtors in Possession shall waive its right to receive distributions on any Claims and Causes of Action such Debtor and Debtor in Possession may have against another Debtor and Debtor in Possession, arising in accordance with sections 509, 544, 547, 548 and 553(b) of the Bankruptcy Code, without waiving or releasing any Claims and Causes of Action against non-Debtor parties and (D) each Debtor and Debtor in Possession shall waive and forever release any right, Claim or Cause of Action which has been or could have been asserted by such Debtor or Debtor in Possession against any other Debtor and Debtor in Possession, including pursuant to principles of substantive consolidation, piercing the corporate veil, alter ego, domination, constructive trust and similar principles of state or federal creditors’ rights laws; *provided, however*, the foregoing shall not prejudice or otherwise affect the rights of the creditors of the Arahova, FrontierVision Holdco or Holding Company Debtor Groups with respect to any litigation regarding the allocation of the Inter-Creditor Dispute Holdback or the FrontierVision Holdco Dispute Holdback.

(b) Bank Actions. The Confirmation Order shall:

(i) provide for the release of the Released Bank Lender Defendants by the Debtors and Reorganized Debtors from any liability with respect to the Bank Actions (but only if such Released Bank Lender Defendants deliver to the Debtors releases, in form and substance reasonably satisfactory to the Debtors, from any and all Claims relating to or arising in connection with the Prepetition Credit Agreements and any transactions in connection therewith (except for the right to receive distributions in respect of Bank Claims, Bank Lender Fee Claims and Bank Lender Post-Effective Date Fee Claims under and in accordance with this Plan)), and that the Contingent Value Vehicle shall have no right to pursue the Bank Actions against the Released Bank Lender Defendants;

(ii) provide that, except for the Continuing Bank Actions, with respect to which all of the rights of the Debtors, the Reorganized Debtors, the Estates and the Statutory Committees shall be preserved and which shall be transferred to the Contingent Value Vehicle in accordance with Section 7.03 hereof, on the Effective Date all Dismissed Bank Actions shall be dismissed (or shall be deemed to be dismissed as of the Effective Date, to the extent a Continuing Bank Action subsequently qualifies as a Dismissed Bank Action under this Plan) with prejudice and the Debtors shall be deemed to release the Bank Lenders with respect to the Dismissed Bank Actions, effective as of the Effective Date;

(iii) provide that, to the extent that a Released Bank Lender Defendant indemnifies or is required to indemnify any Person that is ultimately either (a) required to disgorge a distribution received under this Plan to the Debtors, (b) found liable in connection with a Continuing Bank Action or (c) is party to a settlement of the Continuing Bank Action pursuant to which such Person agrees to pay damages, or to limit any recovery on its Claim, including by agreeing not to receive or demand the full satisfaction of any Claim against a Debtor, the Debtors shall have no liability to such Released Bank Lender Defendant with respect to any amounts provided in connection therewith;

(iv) provide that, in consideration of (and as a condition to) the treatment provided for under this Plan, each Bank Lender shall:

(A) be deemed to release, without any further action on its part, the Debtors, Reorganized Debtors and the Transferred Joint Venture Entities from any liability and obligation in connection with the Prepetition Credit Agreements (including any liability or obligation the Debtors, Reorganized Debtors or Transferred Joint Venture Entities may owe arising from or relating to any indemnification obligation owing to a Bank Lender arising from such Bank Lender's indemnification of another Lender under any Prepetition Credit Agreement), except for the right to assert Defensive Claims or receive distributions in respect of Bank Claims, Bank Lender Fee Claims and Bank Lender Post-Effective Date Fee Claims under and in accordance with this Plan, as applicable;

(B) exercise such remedies and take such further actions to protect, perfect and effect the rights and remedies available under the applicable Prepetition Credit Agreements and applicable law as the Debtors or Reorganized Debtors may at any time and from time to time reasonably request (including with respect to the subrogation pursuant to Section 12.14 of this Plan of the Debtors and the Reorganized Debtors to the rights of the Bank Lenders to the Collateral securing Bank Claims, any assignment of the rights in such Collateral to the Debtors or the Reorganized Debtors, and the initiation and pursuit of any proceeding or case required for the Debtors to obtain rights to the Collateral securing the Bank Claims free and clear of Liens, encumbrances and competing claims); *provided, that*, the Debtors, the Reorganized Debtors or the Distribution Company reasonably may demonstrate to the Bank Lenders, or, in case of a dispute, the Bankruptcy Court, that sufficient funds have been retained and reserved to pay any and all reasonably estimated indemnification and cost obligations arising under subsections (v)(A) and (v)(B) below; and

(v) provide that each Bank Lender acting to protect, perfect or effect such rights and remedies pursuant to and in accordance with instructions received from the Debtors or Reorganized Debtors under Section 6.04(b)(iv)(B) (each Bank Lender acting in such capacity, an “Indemnified Subrogee”) shall be:

(A) reimbursed by the Reorganized Debtors or the Distribution Company (as applicable) for all reasonable costs, fees and expenses incurred in connection therewith, regardless of whether such holder is entitled to such reimbursement under the Prepetition Credit Agreement immediately prior to the Effective Date; and

(B) indemnified and held harmless by the Reorganized Debtors or the Distribution Company (as applicable) against any and all expenses, losses, claims, damages and liabilities incurred by such Indemnified Subrogee arising out of claims made by any Person relating solely to the actions taken pursuant to and in accordance with instructions delivered under Section 6.04(b)(iv)(B), but excluding therefrom all expenses, losses, claims, damages and liabilities to the extent they are determined by a Final Order of a court of competent jurisdiction to have resulted from the gross negligence, recklessness or willful misconduct of such Indemnified Subrogee.

(c) Notwithstanding anything otherwise to the contrary, the Allowance of a Bank Claim for purposes of this Plan shall not constitute, be deemed to constitute, or be cited as, a defense to (or other grounds for avoiding liability under) the Continuing Bank Actions. The Bank Lender Avoidance Complaint may be amended by: (i) adding successors and assigns to the rights of holders of Bank Claims, to the extent it is alleged that such Claims are subject to the defenses and grounds for disallowance applicable to the Bank Claims and to the initial holders thereof, (ii) repleading the Continuing Bank

Actions with further particularity or (iii) as otherwise permitted pursuant to applicable law, in each case subject to the limitations and conditions of this Plan and the provisions of the DIP Order, to the extent applicable; *provided further, however* that nothing in this Section 6.04 (c) shall limit, prejudice or impair any Person's right to assert any Defensive Claims or Bank Third Party Claims.

6.05. Sale Transaction Closing. Not later than five Business Days prior to the Effective Date (the "Sale Notice Date"), the Debtors shall file a notice with the Bankruptcy Court: (a) setting forth the anticipated date of the Sale Transaction Closing, (b) stating whether the Comcast Adelphia Acquisition or the TW Expanded Transaction is anticipated to be consummated and whether there are any Non-Transferred MCE Systems and (c) containing the forms of principal agreements to be entered into in connection with the Sale Transaction Closing, to the extent such agreements have not previously been filed in connection with the Plan Supplement or otherwise (the "Sale Notice"). The Reorganized Debtors shall be authorized to enter into all documents necessary or appropriate in connection with the Sale Transactions.

6.06. Reinstatement of Certain Equity Interests. The Equity Interests in the Transferred Joint Venture Entities shall be Reinstated and transferred to the applicable Buyer in accordance with the Purchase Agreements. Subject to the Restructuring Transactions and the Sale Transactions, Equity Interests held by any Debtor in any other Debtor shall also be Reinstated.

6.07. Cancellation of Existing Securities and Agreements. On the Effective Date, except as otherwise contemplated by the Sale Transactions or otherwise specifically provided for herein, (i) the Existing Securities, Indentures, and any document, agreement or instrument evidencing or creating any Claim or Equity Interest in or against the Debtors, except notes, agreements, documents or other instruments evidencing indebtedness or obligation of the Debtors that are Reinstated under this Plan, will be automatically cancelled and of no further force and effect, without any further act or action, and (ii) the obligations of, Claims against, and/or Equity Interests in the Debtors under, relating or pertaining to any agreements, the Indentures, any other indentures, certificates of designation, by-laws, or certificate or articles of incorporation or similar documents governing the Existing Securities and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, except notes or other instruments as evidencing indebtedness or obligation of the Debtors that are Reinstated under this Plan, as the case may be, will be released and discharged; *provided, however*, that any Indenture, Prepetition Credit Agreement or other agreement that governs the rights of the Claimholder and is administered by an Agent will continue in effect solely for purposes of (w) allowing such Agent to make the distributions to be made on account of such Claims under this Plan as provided in Article VIII of this Plan and to perform such other necessary functions with respect thereto and to have the benefit of all protections and other provisions of such indenture or agreement in doing so, (x) permitting such Agent to maintain or assert any rights or Liens (including Charging Liens) it may have on distributions received pursuant to the terms of this Plan for fees, costs and expenses under such Indenture or other agreement, (y) permitting Persons who are not Debtors and who are party to such agreement, document or other instrument to maintain and assert any rights and obligations thereunder against Persons who are not Debtors and who are subject to such agreement, document or other instrument and (z) permitting such Agent or any Bank Lender to maintain and enforce any right to indemnification, contribution or other Claim that it may have under such Indenture or other

agreement against any non-Debtor party thereto; *provided further* that the preceding proviso will not affect the discharge of Claims against or Equity Interests in the Debtors under the Bankruptcy Code, the Confirmation Order, or this Plan, or result in any Claim against, or expense or liability to or of, the Reorganized Debtors, the Transferred Joint Venture Entities, the Distribution Company or the Contingent Value Vehicle.

6.08. Bank Lender Indemnification Claims and Post-Effective Date Fee Claims.

(a) Limitation on Further Liability on Bank Claims. The Reorganized Debtors and the Transferred Joint Venture Entities will not have any obligations to any Agent (or to any agent appointed to replace such Agent) for any fees, costs, or expenses except as expressly provided in Section 2.02, this Section 6.08 or Section 6.09 hereof; *provided, however*, that, subject to Section 8.05(c) hereof, nothing herein will preclude any Agent (or any agent appointed by the Distribution Company to replace such Agent) from being paid or reimbursed from the distributions being made by such Agent (or any agent appointed by the Distribution Company to replace such Agent) for prepetition or postpetition fees, costs, or expenses pursuant to the Indenture, Prepetition Credit Agreement or other agreement giving rise to such Claim in accordance with the provisions set forth therein, all without application to or approval by the Bankruptcy Court. Except as expressly provided for in Sections 4.04, 4.14, 4.18, 4.22, 4.37, 4.40 and 6.08 of this Plan, all Claims asserted by a Bank Lender (in its capacity as such) shall be Disallowed.

(b) Bank Lender Fee Claims. Subject to Section 6.16 of this Plan, the Debtors (other than following the Effective Date, the Transferred Joint Venture Entities), Reorganized Debtors or the Distribution Company (as applicable) shall pay Bank Lender Fee Claims in Cash in accordance with the procedures, and subject to the conditions, set forth in this Section 6.08(b). As a condition to receiving payment of a Bank Lender Fee Claim entitled to reimbursement by the Debtors or the Reorganized Debtors, each holder of a Bank Claim shall deliver to the Debtors or the Reorganized Debtors (as applicable), counsel for the Statutory Committees and the United States Trustee (a) written copies of invoices in respect of such claims, with narrative descriptions of the services rendered (including appropriate redactions to preserve privileged matters) and itemization of expenses incurred in such detail and with such supporting documentation as is reasonably requested by the Debtors or the Reorganized Debtors, for the period to which such Bank Lender Fee Claim relates (which invoices, with respect to holders or professionals who have received reimbursement prior to the Effective Date in connection with the Chapter 11 Cases, shall be in the same form and shall include no less information than that provided by such Person in connection with the Chapter 11 Cases) (collectively, "Bank Lender Fee Claims Invoices"), and (b) no later than the date set by the Bankruptcy Court for filing objections to confirmation of the Plan, (i) copies of Bank Lender Fee Claims Invoices for all calendar months that have been completed at least two weeks prior to such deadline, and (ii) a good faith estimate of all Bank Lender Fee Claims reasonably anticipated to be accrued from such deadline through an assumed Effective Date of March 31, 2006. In the event the Debtors or Reorganized Debtors (subject to the consent of the Creditors' Committee) are unable to resolve a valid dispute as to a Bank Lender Fee Claim, the Debtors, Reorganized Debtors and/or the holder of such Claim may

submit any such dispute to the Bankruptcy Court for resolution. Neither the Debtors nor the Reorganized Debtors shall be required to make any payments with respect to a Disputed Bank Lender Fee Claim pending resolution of such dispute by the parties or the Bankruptcy Court; *provided, however*, that if a Bank Lender Fee Claim is Disputed in part, the Debtors (other than following the Effective Date, the Transferred Joint Venture Entities) or Reorganized Debtors (as applicable) shall pay that portion of a Bank Lender Fee Claim that is not Disputed as soon as reasonably practicable. An amount equal to the Disputed portion of a Bank Lender Fee Claim, or such lesser amount as the Bankruptcy Court shall determine following notice and a hearing, shall be held in an interest-bearing reserve account pending resolution of such dispute by the parties or the Bankruptcy Court. The release of the net after-tax interest from such reserve shall follow the principal.

(c) Bank Lender Post-Effective Date Fee Claims.

(i) Sole Recourse to Litigation Indemnification Fund. From and after the Effective Date, Bank Lender Post-Effective Date Fee Claims shall be paid or reserved in full solely from the Litigation Indemnification Fund and in accordance with this Section 6.08(c) and no Person shall have any Claim against, or right to payment from, the Debtors, Reorganized Debtors, the Transferred Joint Venture Entities, the Distribution Company, or the Contingent Value Vehicle in connection therewith.

(ii) Limitation on Bank Lender Post-Effective Date Fee Claims. Payment of Bank Lender Post-Effective Date Fee Claims shall be subject to the limitations of Section 6.16 of this Plan and the threshold determination set forth in clause (vi) below. In addition, none of the following shall be payable under this Section 6.08(c): (x) Claims for indemnification of any liability arising in connection with a Continuing Bank Action or the Securities Class Action, and (y) Bank Lender Post-Effective Date Fee Claims incurred in connection with the defense of a Cause of Action in a Continuing Bank Action or Securities Class Action by or on behalf of a defendant that is found by a court of competent jurisdiction to have liability that is not indemnifiable under the applicable Prepetition Credit Agreement or applicable law in connection with such Cause of Action or that is required to make a disgorgement under Section 6.08(d) of this Plan.

(iii) Submission of Invoices/Disputed Claims. As a condition to receiving payment of a Bank Lender Post-Effective Date Fee Claim from the Litigation Indemnification Fund, each holder of a Bank Claim shall deliver to the Contingent Value Vehicle Trustee and counsel for the Statutory Committees written copies of invoices in respect of such claims, with narrative descriptions of the services rendered (including appropriate redactions to preserve privileged matters) and itemization of expenses incurred in such detail and with such supporting documentation as is reasonably requested by the Contingent Value Vehicle Trustee, for the period to which such Bank Lender Post-Effective Date Fee Claim relates (which invoices, with respect to holders of Bank Claims and

their professionals, shall be in substantially the same form and shall include the same level of information as provided by such holders or professionals of such holders of Bank Claims who have received reimbursement prior to the Effective Date in connection with the Chapter 11 Cases). In the event the Person seeking reimbursement and the Contingent Value Vehicle Trustee are unable to resolve a valid dispute as to a Bank Lender Post-Effective Date Fee Claim, the Contingent Value Vehicle Trustee and/or the holder of such Claim may submit any such dispute to the Bankruptcy Court for resolution. The Contingent Value Vehicle Trustee shall not be required to make any payments with respect to a Disputed Bank Lender Post-Effective Date Fee Claim pending resolution of such dispute by the parties or the Bankruptcy Court; provided, however, that if a Bank Lender Post-Effective Date Fee Claim is Disputed in part, the Contingent Value Vehicle Trustee shall pay that portion of a Bank Lender Post-Effective Date Fee Claim that is not Disputed as soon as reasonably practicable. The Disputed portion of a Bank Lender Post-Effective Date Fee Claim shall be paid as soon as reasonably practical after resolution of such dispute by the parties or the Bankruptcy Court, with any net after-tax interest earned on such disputed portion following the distribution of the disputed amount. On a quarterly basis following the Effective Date, the Contingent Value Vehicle Trustee shall file a report with the Bankruptcy Court showing the balance of the Litigation Indemnification Fund minus unpaid invoices (including the disputed portions thereof) payable from such fund.

(iv) The Litigation Indemnification Fund; Adjustment. Unless otherwise agreed to by the Debtors, the Creditors' Committee and Bank Lenders or ordered by the Bankruptcy Court after notice and a hearing, prior to the Effective Date, the initial amount of the Litigation Indemnification Fund shall be \$75,000,000 on the Effective Date. Thereafter, the amount of the Litigation Indemnification Fund shall be increased or decreased as agreed to by the Contingent Value Vehicle and the Bank Lenders or as shall be determined by the Bankruptcy Court after notice and a hearing.

(v) Estimation. The Debtors and the Creditors' Committee shall request that the Bankruptcy Court determine that the Litigation Indemnification Fund is a reasonable estimate of and/or reserve for the Bank Lender Post-Effective Date Fee Claims. Such request shall be made by the Debtors, with the assistance of the Creditors' Committee, filing a supplement to the Plan that establishes the basis for such request and determined by the Bankruptcy Court after notice and a hearing.

(vi) Threshold Determination. Bank Lender Post-Effective Date Fee Claims shall not be paid unless and until such payment is determined by order of the Bankruptcy Court to be required as a general matter under the circumstances then present pursuant to the terms of the applicable Prepetition Credit Agreement and applicable law; provided that the Debtors reserve the right to pay Bank Lender Post-Effective Date Fee Claims on a current basis if, as, and to the extent necessary to satisfy the requirements of section 1124 and/or 1129(b)

of the Bankruptcy Code if confirmation of the Plan with respect to Allowed Bank Claims is sought by the Debtors on either of those bases (subject to the rights of the Bank Lenders and the Creditors' Committee to be heard on such issue).

(d) Fee Related Determinations. Nothing in this Plan, including (without limitation) this Section 6.08, shall be deemed to waive or prejudice the rights, if any, of the Debtors, the Reorganized Debtors, the Distribution Company or the Contingent Value Vehicle to seek (i) an order of the Bankruptcy Court that the holder of a Bank Claim is not entitled to payment of Bank Lender Post-Effective Date Fee Claims, (ii) disgorgement of any previously paid Bank Lender Post-Effective Date Fee Claims, or (iii) as additional damages in the Continuing Bank Actions, disgorgement to the Debtors, Reorganized Debtors, the Distribution Company or the Contingent Value Vehicle, as applicable, of all applicable fees, costs and expenses received from the Debtors, the Reorganized Debtors, the Distribution Company or the Contingent Value Vehicle at any time from and after the Commencement Date (including, in the case of (ii) and (iii) interest accruing on such amount through the date of payment to the Contingent Value Vehicle at the Prime Rate).

6.09. Fees and Expenses of Indenture Trustees.

(a) In full satisfaction of Allowed Trustee Fee Claims, including to the extent such Allowed Trustee Fee Claims are secured by any Charging Liens under the Indentures, on the Initial Distribution Date the Reorganized Debtors will distribute to the holders of Allowed Trustee Fee Claims Cash equal to the amount of (i) the Allowed Trustee Fee Claims submitted to the Debtors or Reorganized Debtors, as applicable, and the Office of the United States Trustee, for fees and expenses through the Confirmation Date, and (ii) any Allowed Trustee Fee Claims incurred between the Confirmation Date and the Effective Date, *provided, however*, that no distribution shall be payable hereunder with respect to Claims to which the Debtors or Reorganized Debtors, as applicable, and/or the Office of the United States Trustee shall have objected within 60 days of receipt of the request for payment.

(b) As a condition to receiving payment thereof, each holder of a Trustee Fee Claim shall deliver to the Debtors (or Reorganized Debtors), the Creditors' Committee and the United States Trustee written copies of invoices in respect of such claims, with narrative descriptions of the services rendered (including appropriate redactions to preserve privileged matters) and itemization of expenses incurred in such detail and with such supporting documentation as is reasonably requested by the Debtors or the Reorganized Debtors (or the Plan Administrator, as applicable). If either the Debtors or Reorganized Debtors, as applicable, or the Office of the United States Trustee timely objects to the request for payment of the Trustee Fee Claims, the holder of such Claim may be required to submit an application requesting payment of the disputed portion of the Trustee Fee Claims with the Bankruptcy Court in accordance with the reasonableness standard (and not subject to the requirements of Bankruptcy Code sections 503(b)(3) and (4), which shall not apply). The undisputed amount of any Trustee Fee Claims with respect to which an objection is pending shall be Allowed and paid by the Reorganized Debtors (or the Distribution Company), as applicable, on the Effective Date or as soon

thereafter as any such Trustee Fee Claims are Allowed. None of the Debtors, the Reorganized Debtors or the Distribution Company shall be required to make any payments with respect to a Disputed Trustee Fee Claim until resolved or determined by the Bankruptcy Court. In the event the Debtors or Reorganized Debtors are unable to resolve a dispute as to a Trustee Fee Claim, the Indenture Trustee may, in its sole discretion, elect to (i) submit any such dispute to the Bankruptcy Court for resolution or (ii) assert its Charging Lien (to the extent such lien exists under the Indenture) to obtain payment of a Disputed Trustee Fee Claim in lieu of Bankruptcy Court resolution described in subsection (i).

(c) Claims of Indenture Trustees for indemnification under the Indentures or otherwise and for fees incurred prior to the Commencement Date shall be treated as Other Unsecured Claims in the Debtor Group that includes Claims relating to the Notes for which such Indenture Trustee is trustee.

(d) Notwithstanding the foregoing and anything contained in the Plan, nothing herein shall be deemed to impair, extinguish or negatively impact the Charging Lien.

6.10. Authorization, Issuance and Distribution of New Securities, Plan Consideration and Other Property.

(a) The issuance and/or distribution of any securities, Plan Consideration and/or other property to be issued or distributed by a Debtor or Reorganized Debtor in connection with the Sale Transactions and/or this Plan is hereby authorized without further act or action under applicable law, regulation, order, or rule.

(b) The value of TWC Class A Common Stock held in reserve under Article IX of the Plan and in the Transaction Escrows is likely to fluctuate. None of Time Warner, TWC, TWNY, the Debtors, the Reorganized Debtors, the Distribution Company, the Contingent Value Vehicle or the Plan Administrator represents or warrants, and shall not be deemed to represent and warrant, that the value of the TWC Class A Common Stock will not decline as of any date after the Confirmation Date. To the fullest extent permitted by applicable law, none of Time Warner, TWC, TWNY, the Debtors, the Reorganized Debtors, the Distribution Company, the Contingent Value Vehicle or the Plan Administrator or any of their respective Affiliates (including, except for Excluded Individuals, their respective directors, officers, employees, shareholders, members, partners, agents or representatives (including attorneys, accountants and investment bankers)) shall have any liability or risk of loss which the holder of a Disputed Claim or Disputed Interest that becomes an Allowed Claim or Allowed Interest, as applicable, after the Effective Date may suffer by reason of any decline in value of reserved or escrowed TWC Class A Common Stock pending release of such TWC Class A Common Stock from an escrow or reserve or the determination of the amount of such Disputed Claim or Disputed Interest. The risk or benefit of any appreciation or depreciation in the value of any reserved or escrowed TWC Class A Common Stock shall be borne by the party to whom such TWC Class A Common Stock is ultimately distributed.

6.11. Hart-Scott-Rodino Compliance. Until the notification and waiting periods applicable to such transaction under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”) shall have expired or been terminated:

(a) no Plan Consideration to be distributed under the Plan to any entity required to file a Premerger Notification and Report Form under the HSR Act shall be distributed; and

(b) no Sale Transaction in connection with which a Premerger Notification and Report Form is required to be filed under the HSR Act shall be consummated.

6.12. Government Settlement. On or as soon as reasonably practicable after the Effective Date, Adelphia Cablevision LLC shall, on behalf of ACC, to the extent not already implemented, consummate the transactions contemplated under the Government Settlement Agreements, including the deposit of the Settlement Consideration with the Restitution Fund, in accordance with the terms of the Government Settlement Agreements.

6.13. No Consent to Change of Control Required. Except as otherwise expressly provided by order of the Bankruptcy Court, none of (a) the facts or circumstances giving rise to the commencement of, or occurring in connection with, the Chapter 11 Cases, (b) the issuance of the TWC Class A Common Stock pursuant to the Plan, (c) implementation of the Restructuring Transactions or any Sale Transaction, or (d) consummation of any other transaction pursuant to the Plan shall constitute a “change in ownership” or “change of control” (or a change in working control) of, or in connection with, any Debtor requiring the consent of any Person other than the Debtors or the Bankruptcy Court including under any Franchise agreement, executory contract, pole attachment agreement or other agreement (whether entered into before or after the Commencement Date) between any Debtor and any third party, or any law including the common law, statute, ordinance, rule or any other regulation otherwise applicable to any Debtor.

6.14. Designation of Plan Administrator, Contingent Value Vehicle Trustee and members of the Contingent Value Vehicle Board.

(a) The Creditors Committee shall consult with the Equity Committee and the Debtors regarding the selection of Persons who will initially serve as the Plan Administrator, the Contingent Value Vehicle Trustee and the members of the Contingent Value Vehicle Board.

(b) Not less than fifteen days prior to the Confirmation Hearing, the Creditors Committee shall designate the Persons to initially serve as the Plan Administrator, Contingent Value Vehicle Trustee and members of the Contingent Value Vehicle Board, which designation shall be subject to the consent of the Debtors. The Creditors Committee shall provide the Debtors with such diligence information regarding the designees as the Debtors may reasonably request. Subject to the receipt of such diligence information, the Debtors’ consent to the designees shall not be unreasonably withheld or delayed.

(c) The Debtors shall file a notice with the Bankruptcy Court not less than ten days prior to the Confirmation Hearing designating the Person selected pursuant to the

preceding paragraph and seeking approval of such designation. The Creditors Committee shall provide such information as shall be reasonably requested in connection with such notice, including the qualifications and experience of the designated Persons.

(d) Upon the approval of the Bankruptcy Court and the occurrence of the Effective Date, the designated Persons shall assume their respective positions.

6.15. Effect of Non-Transferred MCE Systems. If there are any Non-Transferred MCE Systems, then the entity listed on Schedule P, Q, or R that owns such Non-Transferred MCE System shall not be a Rigas Co-Borrowing Debtor and the distributions to the corresponding Debtor Group shall be adjusted accordingly. If all of the entities of a Debtor Group are so excluded, then such Debtor Group, and the Claims against and Equity Interests in such Debtor Group shall be excluded from this Plan.

6.16. Adequate Assurance of Ability to Satisfy Disgorgement Obligations. As a condition to receiving payment of a distribution with respect to a Bank Claim or the payment of a Bank Lender Post-Effective Date Fee Claim from the Litigation Indemnification Fund, each holder of a Bank Claim shall deliver to the Plan Administrator evidence reasonably satisfactory to the Plan Administrator of the holder's ability to repay any distributions received with respect to the Bank Claim or the Bank Lender Post-Effective Date Fee Claim if it is ultimately determined that such holder is required to repay such distributions. Without limiting any other form of reasonably satisfactory evidence of a holder's ability to repay, the following shall be deemed to be reasonably satisfactory evidence: (a) that such holder is a bank chartered under the laws of the United States of America, any state thereof, or any other jurisdiction (foreign or domestic), (b) in the case of a corporation, partnership or limited liability company that is not described in clause (a), a written undertaking that such person will not make a liquidating distribution or other payment outside the ordinary course of business to its equityholders (in such Person's capacity as such), unless it sets aside an adequate reserve for the potential disgorgement of such distribution or payment, or (c) other evidence as approved by the Bankruptcy Court following notice and a hearing; provided, that, with respect to clauses (a) and (b), in either case, such holder provides reasonably acceptable evidence (which may be audited financial statements) that such holder has a net worth not less than an amount equal to five times such holder's Allowed Bank Claim. In the event such holder has a net worth less than five times such holder's Allowed Bank Claim, such holder may receive aggregate distributions with respect to its Allowed Bank Claim, Bank Lender Fee Claims and Bank Lender Post-Effective Date Fee Claims equal to one-fifth of its net worth.

ARTICLE VII.

CONTINGENT VALUE VEHICLE

7.01. Establishment of the Contingent Value Vehicle. Without any further action of the directors or shareholders of the Debtors or Reorganized Debtors, on the Effective Date, the Contingent Value Vehicle shall be established as a liquidating trust and become effective pursuant to the Contingent Value Vehicle Agreement for the benefit of the holders of Contingent Value Vehicle Interests. The Contingent Value Vehicle will be deemed created and effective on the Effective Date. Subject to the terms of this Plan, the Contingent Value Vehicle Agreement

shall contain provisions customary to trust agreements utilized in comparable circumstances. The terms of the Contingent Value Vehicle may be amended by the Contingent Value Vehicle Trustee to the extent necessary to ensure that the Contingent Value Vehicle will not become subject to the Exchange Act and as provided in the Contingent Value Vehicle Agreement.

7.02. Appointment of Contingent Value Vehicle Trustee. The Contingent Value Vehicle Trustee shall initially be designated pursuant to Section 6.14 of this Plan. After the Effective Date, the Contingent Value Vehicle Trustee shall, following its resignation or removal, be appointed by the Contingent Value Vehicle Board after notice to the Bankruptcy Court. The Contingent Value Vehicle Trustee shall be independent of the Debtors. In addition to its fiduciary duties to the Contingent Value Vehicle Holders under applicable law, the Contingent Value Vehicle Trustee shall have and perform all of the duties, responsibilities, rights and obligations set forth in the Contingent Value Vehicle Agreement.

7.03. Transfer of Designated Litigation to the Contingent Value Vehicle.

(a) Transfer of Designated Litigation; Retained Right of Setoff.

(i) On the Effective Date, subject to paragraphs (ii) and (iii) below, and notwithstanding any limitation or prohibition on transfer contained in any contract, agreement or applicable non-bankruptcy law, title to the Designated Litigation (subject to the Defensive Claims and the Estate Defenses that have been or may be asserted or, but for such transfer, could have been asserted by any party to the Designated Litigation against or by, as applicable, any Debtor transferor) and the Litigation Funds shall automatically be transferred to the Contingent Value Vehicle without any further action on the part of any Person.

(ii) The Debtors or Reorganized Debtors shall retain the right (but shall not have the obligation) to assert a claim or Cause of Action underlying the Designated Litigation for purposes of setoff to payments otherwise due pursuant to this Plan. The Debtors shall not exercise such retained right with respect to a Bank Lender prior to a Final Order approving a judgment in, or settlement of, the Continuing Bank Actions, and then only to the extent set forth in such Final Order. To the extent any setoff of payments otherwise due pursuant to this Plan pursuant to this Section are approved by a Final Order, the amount of such setoff shall be paid over to the Contingent Value Vehicle.

(iii) The Contingent Value Vehicle shall not acquire any Claim or Cause of Action pursuant to this Section other than the Designated Litigation. With respect to the Designated Litigation, the Contingent Value Vehicle shall not have or acquire any Claim or Cause of Action against the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities or any of their current respective directors, officers and employees or any former respective directors, officers and employees who were appointed after the Commencement Date (except for Excluded Individuals) in connection herewith (including any Claim for indemnification based on the Designated Litigation or the causes of action asserted in connection therewith). None of the Contingent Value Vehicle

nor any defendant (including any third party defendant) in the Designated Litigation shall be permitted to make any of the Debtors, the Reorganized Debtors or the Transferred Joint Venture Entities a party to the Designated Litigation. The Contingent Value Vehicle shall not prosecute any Claim or Cause of Action against the Debtors, the Managed Entities, the Reorganized Debtors, the Transferred Joint Venture Entities or any of their current respective directors, officers and employees or any former respective directors, officers and employees (except for Excluded Individuals) who were appointed after the Commencement Date.

(b) Defenses to Designated Litigation; Defensive Claims.

(i) Claims of any Person (other than DIP Lender Claims) that may be asserted against the Debtors, Reorganized Debtors or the Transferred Joint Venture Entities in response to Designated Litigation, other than Defensive Claims asserted for purposes of a Valid Setoff pursuant to Section 7.09, shall be and hereby are discharged pursuant to section 1141 of the Bankruptcy Code and Article XII of this Plan. Nothing contained in this Section 7.03(b) shall discharge, impair, or extinguish a Claim of any Person against Persons other than the Debtors, Reorganized Debtors or the Transferred Joint Venture Entities.

(ii) Notwithstanding anything contained in this Plan to the contrary, a defendant in the Designated Litigation may assert a Defensive Claim as the basis for a Valid Setoff pursuant to Section 7.09.

(c) Privileges and the Designated Litigation. In connection with the transfer of the Designated Litigation to the Contingent Value Vehicle, any attorney-client privilege, work-product privilege, or other privilege or immunity held by the Debtors before the Effective Date attaching to any documents or communications (whether written or oral) relating to the Designated Litigation (any such privilege or immunity, a "Privilege") shall be transferred to the Contingent Value Vehicle and shall vest in the Contingent Value Vehicle Trustee and its representatives, and the Debtors, the Reorganized Debtors and the Contingent Value Vehicle Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges. Notwithstanding anything otherwise to the contrary, (i) any waiver or relinquishment of any Privilege, or action that could result in any waiver or relinquishment of any Privilege, shall require the prior written consent of Reorganized ACC, which consent it may withhold in its sole and absolute discretion and (ii) in recognition of the common interest of the Debtors and the Contingent Value Vehicle in maximizing distributions to holders of Claims and Equity Interests under this Plan, the Reorganized Debtors shall also retain any Privilege transferred to the Contingent Value Vehicle hereunder.

(d) Continuing Obligations of the Reorganized Debtors for the Designated Litigation. Upon the Effective Date and the transfer of the Designated Litigation provided for in Section 7.03(a), the Debtors, the Distribution Company, the Reorganized Debtors and the Transferred Joint Venture Entities shall have no other further obligations with respect to the Designated Litigation, except that the Distribution Company and the

Reorganized Debtors shall make available to the Contingent Value Vehicle Trustee during normal business hours, upon reasonable notice, reasonable access to personnel and books and records of the Distribution Company and the Reorganized Debtors (or books and records transferred to or held by the Buyers, to the extent that the Reorganized Debtors have access rights to such books and records under a Purchase Agreement) to enable the Contingent Value Vehicle to prosecute the Designated Litigation; *provided, however*, that the Distribution Company shall be entitled to compensation or reimbursement from the Contingent Value Vehicle (including reimbursement for professional fees) with respect to providing such assistance (including allocated overhead and salaries). Notwithstanding anything to the contrary, the Debtors (other than the Transferred Joint Venture Entities) and the Reorganized Debtors shall remain subject to discovery to the same extent as if they remained as the plaintiffs in the Designated Litigation.

(e) Limitation on Impleader. From and after the transfer of the Designated Litigation to the Contingent Value Vehicle, any defendant in the Designated Litigation shall be permitted to implead a third-party defendant in connection with the Designated Litigation if such impleader is permitted under applicable law; *provided, however*, that any claims of such third party defendant against the Debtors arising out of the impleader may only be raised as Defensive Claims but are otherwise hereby discharged (subject to any rights under section 502(j) of the Bankruptcy Code). No defendant (including any third party defendant) in the Designated Litigation shall be permitted to implead or otherwise make any of the Debtors, the Reorganized Debtors, the Distribution Company or the Transferred Joint Venture Entities a party to the Designated Litigation.

7.04. Contingent Value Vehicle Interests; Term; Recoveries and Distributions.

(a) Registry of Interests; Transferability. The Contingent Value Vehicle Trustee shall establish and maintain a registry of the holders of Contingent Value Vehicle Interests. Contingent Value Vehicle Interests shall be uncertificated and represented solely by the registry of the Contingent Value Vehicle Trustee and the Confirmation Order shall provide that the Contingent Value Vehicle Interests shall not be transferable except: (x) upon the death of the Contingent Value Vehicle Holder or by operation of applicable laws relating to testamentary or intestate succession; (y) pursuant to an effective registration with respect to such transfer under applicable U.S. federal and state securities laws; or (z) pursuant to an exemption from U.S. federal and state securities laws which either the Contingent Value Vehicle or a holder of Contingent Value Vehicle Interests has confirmed is available for such transfer through receipt of a “no-action” letter from the Securities and Exchange Commission reasonably acceptable to the Contingent Value Vehicle Board.

(b) Term. The Contingent Value Vehicle shall be dissolved upon the distribution of all of its assets to the Contingent Value Vehicle Holders.

(c) Allocation of Distributable Proceeds. Subject to Section 7.04(d), the Contingent Value Vehicle Trustee shall allocate Distributable Proceeds in the following manner with respect to Contingent Value Vehicle Holders: